DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

July 1, 2003

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Minister’s Letter of Appreciation

Letter to Dr. Gary Woods (Chairman, Dallas County Hospital District Board of Managers)

DATE(s) TO REMEMBER

Public Hearing for the Public Housing Association Administrative Plan
411 Elm Street, Dallas, Texas - July 1, 2003 at 9:00 a.m.

☆ ☆ ☆

INDEPENDENCE DAY

JULY 4, 2003 (Observed)

☆ ☆ ☆ ☆ ☆
DATE: July 1, 2003

TO: COMMISSIONERS COURT

FROM: Betty J. Culbreath, Director

SUBJECT: AFFILIATION AGREEMENT WITH NORTH TEXAS PROFESSIONAL CAREER INSTITUTE

BACKGROUND
E & K Vocational Nursing Program, Inc., doing business as North Texas Professional Career Institute desires to enter into an affiliation agreement with Dallas County Health and Human Services (DCHHS) for the purpose of providing an acute facility in which LVN students gain clinical learning through the application of knowledge and skills.

FINANCIAL IMPACT
Nursing students will be utilizing the DCHHS laboratory. North Texas Professional Career Institute has agreed to pay twenty-five dollars and no cents ($25.00) per lab use. DCHHS will submit invoices to North Texas Professional Career Institute monthly.

FISCAL IMPACT
The term of this Agreement shall be one (1) year, commencing August 1, 2003.

LEGAL IMPACT
The District Attorney has reviewed this Agreement. The Commissioners Court must approve the Agreement, and the signature of the County Judge is required on the Agreement.

RECOMMENDATION
It is recommended that the Commissioners Court approve the Affiliation Agreement between Dallas County Health and Human Services and North Texas Professional Career Institute for provision of an acute facility in which LVN students may learn through application of knowledge and skills, for a period beginning August 1, 2003 through September 30, 2004, and authorize the County Judge to sign the Agreement on behalf of Dallas County.

RECOMMENDED BY: Betty J. Culbreath, Director

attachment
C: J. Allen Clemson, Court Administrator
    Virginia Porter, County Auditor
    Janet Ferguson, Chief District Attorney/Civil Section

2377 Stemmons Freeway       Dallas, Texas 75207-2710       Office (214) 819-1858
Suite 600 LB-16
AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is made as of this 1 day of August, by and between E&K Vocational Nursing Program, Inc. doing business as NORTH TEXAS PROFESSIONAL CAREER INSTITUTE, ("School"), and Dallas County Health Department ("Facility").

WITNESSETH:

WHEREAS, School offers to enroll students into a certificate program in the field of Licensed Vocational Nursing and;

WHEREAS, Facility operates a comprehensive inpatient long term care facility licensed in the State of Texas ("State"); and

WHEREAS, School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute facility; and

WHEREAS, Facility has agreed to make its facility available to School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL

A. Clinical Program: School shall be responsible for the implementation and operation of the clinical component of its program at Facility ("Program"), which Program shall be approved in advance by Facility. Such responsibilities shall include, but not be limited to, the following:

1) orientation of students to the clinical experience at Facility;

2) provision of classroom theory and practical instruction to students prior to their clinical assignments at Facility;

3) preparation of student/patient assignments and rotation plans for each student and coordination of same with Facility;

4) continuing oral and written communication with Facility regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

5) supervision of students and their performance at Facility;

6) participation, with the students, in Facility's Quality Assurance and related programs;

7) performance of such other duties as may from time to time be agreed to...
between School and Facility.

All students, faculty, employees, agents and representatives of School participating in the Program at Facility ("Program Participants") shall be accountable to the Facility’s Administrator.

A. **Student Statements:**
School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

B. **Insurance:**
School shall maintain for itself and shall provide to the Program Participants or require that Program Participants obtain and maintain workers compensation insurance and appropriate general and professional liability insurance coverage in amounts of at least $1,000,000 per occurrence and $3,000,000 in the aggregate. School shall provide proof of such insurance to Facility.

C. **Health of Participants:**
School shall provide to Facility satisfactory evident that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Facility patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall be the results of a recent tuberculin skin test, chest x-ray, if warranted, physical examination and evidence of immunity from rubella and measles. School and/or the Program Participant shall be responsible for arranging for the Program Participant’s medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Facility. In no event shall Facility be financially or otherwise responsible for said medical and treatment.

D. **Dress Code; Breaks:**
School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Facility’s standards regarding same. All Program Participants shall remain on the Facility premises for breaks, including meals. Program Participants shall pay for their own meals at Facility.

E. **Performance of Services:**
All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Facility. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Facility and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Facility or the performance of services therein.
F. **OSHA Compliance:**
School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including but not limited to responsibility as "the employer" to provide all employees with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination in accordance with the Regulations.

2. **RESPONsIBILITIES OF FACILITY**
   
   A. Facility shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Facility. Facility shall provide the opportunities for such students, Who shall be supervised by School and Facility, to observe and assist in various aspects of acute patient care. Facility shall coordinate School's rotation and assignment schedule with its own Schedule and those of other educational institutions. Facility shall at all times retain ultimate control of the Facility and responsibility for patient care.

   B. Upon the request of School, Facility shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

   A. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Facility or the School.

   B. Any courtesy appointments to faculty or staff by either the School or Facility shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

   A. Facility may immediately remove from the premises any student who poses an
immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

B. Facility may request School to withdraw or dismiss a student or other Program Participant from the Program at Facility when his or her clinical performance is unsatisfactory to Facility or his or her behavior, in Facility’s discretion, is disruptive or detrimental to Facility and/or its patients. In such event, said Program Participant’s participation in the Program shall immediately cease. Subject to the provisions of paragraph 4 (a) above, it is understood that only School can dismiss the Program Participant from the program at Facility.

5. INDEPENDENT CONTRACTOR.

The parties hereby acknowledge that they are independent contractors, and neither the school nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Facility. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholdings, social security and other taxes or benefits. No Program Participant shall look to Facility for any salaries, insurance or other benefits.

6. NON-DISCRIMINATION.

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provides, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the student’s effective participation in the Program.

7. CONFIDENTIALITY.

School and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information to any third party without the express prior written consent of Facility. School shall not disclose the terms of this Agreement to any person who is not a party to this agreement, except as required by law or as authorized by Facility. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Facility with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

8. TERM; TERMINATION.

A. The initial term of this Agreement shall be one (1) year, commencing August 1, 2003.
B. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Facility at the time of notice of termination shall be given the opportunity to complete their clinical Program at Facility, such completion not to exceed one (1) month.

9. ENTIRE AGREEMENT.

This Agreement and its accompanying Exhibit contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations here shall survive the expiration or earlier termination of this Agreement.

10. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

11. CAPTIONS.

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

12. NO WAIVER.

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

13. GOVERNING LAW.

This Agreement shall be governed and construed in accordance with the laws of the State.

14. ASSIGNMENT; BINDING EFFECT.

School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Facility. This Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective successors and permitted assigns.

15. INDEMNIFICATION.

Each party agrees to indemnify and hold the other, including directors, officers, agents
and employees, harmless for all claims, suits, judgments, and demands arising from the indemnifying parties negligent and/or intentional acts and omissions in the performance of the duties prescribed by this agreement. Each party shall give the other immediate written notice of any claim, suit or demand which may be subject to this provision. This provision shall survive the termination of the agreement.

16. NOTICES.

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to School:  E&K Vocational Nursing Program, dba
NORTH TEXAS PROFESSIONAL CAREER INSTITUTE
6200 Maple Avenue
Dallas, TX 75235
Attention: Greg Davault, President

If to Facility:

Or to such other persons or places as either party may from time to time designate by written notice to the other.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

NORTH TEXAS PROFESSIONAL CAREER INSTITUTE

By:

Greg Davault, President

Dallas County Health Department

By:

Administrator
TO: COMMISSIONERS COURT

FROM: Betty Culbreath, Director
Health and Human Services

DATE: July 1, 2003

SUBJECT: RENEWAL OF THE EMERGENCY MOSQUITO CONTROL AERIAL SPRAYING CONTRACT

BACKGROUND

Since, 1976, Dallas County continues to experience outbreaks. In 1995, twenty-one (21) human cases were confirmed with three (3) resulting in deaths. During the summer of 2002, Dallas County experienced twenty-six (26) human cases of the West Nile Virus, with two (2) resulting in death. Based on these cases and deaths, Dallas County has continued to engage in an ongoing surveillance program. In the face of repeated outbreaks, concerted emergency action, including aerial spraying, may be necessary.

The Health and Human Services/Environmental Health Division plans to take preventive measures from an overall Countywide approach to control and prevent outbreaks of St. Louis Encephalitis (SLE) and West Nile Virus within Dallas County and surrounding areas, when localized mosquito control efforts are not adequate.

Health and Human Services will be utilizing Dynamic Aviation Group, Inc., as the vendor in the event of an emergency outbreak and aerial spraying is needed.

OPERATIONAL IMPACT

There is no operational impact to Dallas County.

LEGAL IMPACT

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

FINANCIAL IMPACT

Based on the original agreement (court order #97-1735), each City will pay their fare share, which is determined by the number of acres sprayed and the cost of the chemicals. There is no financial impact to Dallas County.
RECOMMENDATION

It is recommended that the Commissioners Court does hereby approve the Emergency Mosquito Control Aerial Spraying Contract, in order to protect the citizens from diseases transmitted by mosquitoes, and request that Dynamic Aviation Group, Inc. be named the vendor in case of an emergency outbreak.

Recommended by: [Signature]
Betty Culbreath, Director

cc: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
Ryan Brown, Budget Officer
COUNTY OF DALLAS § EMERGENCY MOSQUITO CONTROL AERIAL SPRAYING CONTRACT BETWEEN DALLAS COUNTY, ON BEHALF OF DALLAS COUNTY HEALTH AND HUMAN SERVICES, AND DYNAMIC AVIATION GROUP, INC.

This Contract is hereby made and entered into by and between the County of Dallas, a Political Subdivision of the State of Texas, hereinafter called "County," and Dynamic Aviation Group, Inc, hereinafter called "Contractor," whose address is P. O. Box 7, Bridgewater Airport/VBW, Bridgewater, Virginia, 22812 and whose website is at www.dynamicaviation.com.

This Contract is made under the authority of the Government Code Chapter 262, Purchasing and Contracting Authority of Counties, Section 262.024(a)(2), which exempts an item from the contracting and bidding requirement established by Section 262.063 if the commissioners court by order grants the exemption in order to further preserve or protect the public health or safety of the residents of the County.

I. TERM

This Contract shall be effective from June 29, 2003 through June 28, 2004. Upon mutual agreement by both parties this Contract may be renewed annually for four (4) additional years, and will end June 28, 2008.

II. GENERAL PROVISIONS

A. County hereby agrees to pay and Contractor agrees to accept as a fair and reasonable amount of compensation the sum of Ten and 30/100 Dollars ($10.30) and other good and valuable consideration, the receipt and sufficiency of which is confessed and acknowledged, for the execution and delivery of this Contract. For such consideration Contractor agrees that the terms and conditions as herein stated, for the term of the Contract, are agreed upon for this indefinite quantity, indefinite delivery, firm fixed units’ price requirements contract. Payment to Contractor in excess of the Ten and 30/100 Dollars ($10.30) and other good and valuable consideration as stated herein shall be determined by multiplying the firm fixed units price for the number of acres required to be sprayed times the actual number of units (acres sprayed) authorized, actually required, and received.

B. County and Contractor covenant and agree that this contract will be utilized only in case of a DECLARED EMERGENCY requiring control of mosquito population. County shall notify Contractor in the event of a declared emergency. Contractor understands that the declaration of the Emergency is a declaration of a public health hazard and will respond without delay. As human life may be in jeopardy Contractor covenants and agrees that time is of the essence in this agreement.

C. County covenants and agrees to purchase such emergency aerial mosquito spraying services as may be required by County exclusively from Contractor, such requirements being conditioned
upon the terms, conditions and consideration as stated herein. Contractor covenants and agrees
to furnish turn-key emergency aerial mosquito spraying services, inclusive of all chemicals, at
the herein stated units price times the number of units required by County, and all terms and
conditions herein for the number of units (acres) as determined by the requirements as shown
in the Work Order(s) as issued by County.

D. Quantities as shown in this contract are estimates based upon the estimated total acres of land
in Dallas County, Texas. Such estimated acreage is up to 600,000+, depending on the County's
needs. Actual spraying will be determined on the basis of mosquito control requirements and
participation in the program and funding by the Cities located within the County. The County
reserves the right to increase or decrease the quantities in any Work Order by any amount
deemed necessary to meet its needs without any adjustments in the unit bid price for each
quantity. The County will pay for actual quantities actually received and authorized by written
work order, as hereinafter provided. All items will be purchased on an AS NEEDED BASIS.

E. Contractor covenants and agrees to familiarize itself with and comply with all applicable laws,
codes, ordinances, rules, regulations or other requirements of the appropriate City or Cities,
County of Dallas, State of Texas and United States of America as they currently read or as they
may be changed, amended or modified in the future. Such compliance shall specifically include,
but not be limited to, the U. S. Federal Aviation Administration, and Federal and State of Texas
environmental laws, including, but not limited to CERLA, RECLA and the Texas Solid Waste
Act.

F. Contractor covenants and agrees that Contractor shall, at its sole cost and expense, determine the
requirements for and obtain from the appropriate City(s), Dallas County, Texas, State of Texas
or the U. S. Federal Government or any of their agencies all licenses(s), certificates(s), permit(s),
permission, or other like item, if any, required for the performance of the work or compliance
with the terms and conditions of this Contract. These items shall include, but not be limited to,
all requirements for the aircraft, distribution equipment, aircraft personnel, including ground or
plane crew, specifically including pilots, and copilots, operation of the aircraft at flight elevation
levels for the distribution of chemicals, authorization for flight over Dallas County, Texas,
including clearance to enter any otherwise restricted area(s) or acquisition, handling or
distribution of any chemical.

G. Contractor warrants that it has or will be able to obtain and will timely furnish, for the unit price
as hereinafter stated, 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, including any Work Order. All employees
of the Contractor or of any subcontractor shall have all required licenses, knowledge and have
the experience as will enable them to perform the duties assigned to them.

III. SCOPE OF WORK AND SPECIFICATIONS

A. SCOPE OF WORK.

1. Contractor will be given a Work Order in the event that Dallas County, Texas, declares that
an emergency condition exists which requires the control of mosquito population by aerial application of chemicals. Such Work Order, as hereinafter provided, will give the geographical boundary of each area to be treated, the calculated number of acres to be sprayed, any special provisions, the date of commencement, date of completion of the services, and the extended compensation to be paid. **No Work Order shall be issued for less than 50,000 acres.** Contractor will furnish all equipment, services and chemicals to be utilized in accordance with the terms and conditions of this Contract and Work Order(s). Such chemicals will have an approved label and registration number from the Federal Environmental Protection Agency (“EPA”) for the use of aerial spraying in relation to mosquito control in an urban congested area. Contractor will be solely responsible for the determination of the operation and route of all Aircraft required for 100% coverage of the treatment area. Contractor will be solely responsible for notification and co-ordination of all operation with the Federal Aviation Administration, initially for approval and thereafter on daily bases. Contractor must fully comply with all Federal Aviation Administration (“FAA”) rules and regulation including, but not limited to, CFR 14, Part 137 of the FAA rules and regulation. At the termination of the spraying activity Contractor will certify to County, in writing, executed by a person authorized to bind the Company, (1) that the chemical were sprayed over the area designated and no other; (2) the amount of chemical dispersed and that the such amount was in conformity with the amount authorized to be utilized; (3) the name, registration number and total amount of the chemicals used; and (4) the flight path, date and times that each application was made.

2. County will notify the Federal Aviation Administration that the emergency condition exists and that contractor will be responsible for the application of chemicals.

B. SPECIFICATIONS.

1. **AIRCRAFT.** Contractor shall be responsible under this Contract to furnish one or more multi engine fixed winged aircraft equipped for ultra-low volume ("ULV") dispersal of insecticides (hereinafter "Aircraft") to control mosquitoes within the confines of Dallas County. Such aircraft must be capable of treating (spraying) 30,000 acres in four (4) hours. Aircraft shall be capable of, and shall be operated at a speed and altitude commensurate with safety for this type of work. Equipment in the Aircraft used to spray the insecticide shall be of the type and condition and shall dispense all chemical in conformity with chemical label requirements and in strict conformity with all requirements of the EPA, FAA, Texas Natural Resources Conservation Commission ("TNRCC"), Texas Department of Health, Dallas County and all municipal requirements.

2. **AIRCRAFT AND AIRPORT COST.** Contractor, at its sole cost and expense, shall provide pilot(s), gas, oil, maintenance, Aircraft certification and insurance as required to insure the safe operations of the Aircraft at all times under all conditions. Contractor, at its sole cost and expense, shall furnish airport space in an airport in the Dallas - Fort Worth Metroplex or adjacent county. All airport cost, including, but not limited to, landing and tie down fees, loading or unloading of insecticides, or chemicals necessary to perform the work or comply with all provisions of this Contract are the responsibility of the Contractor and will be furnished without cost or expense to County.
3. PILOTS - COPILOTS. Contractor shall provide fully licensed and experienced pilot(s) and, copilot(s) for the operation of the Aircraft for ULV flights. The pilots and copilots shall be properly trained, licensed, and certified. They shall meet all requirements as specified in the FAA, EPA, TNRCC or other Federal or State requirement for ULV flights for dispersal of insecticides or other chemicals for control of mosquito population, including, but not limited to, certification as a pesticide applicator in the commercial category of aerial application.

4. PILOT TRAINING - MINIMUMS. All pilots in command shall have a minimum of 1,000 documented flight hours in the Aircraft being operated. All pilots in command or otherwise must have a minimum of 100 documented hours of aerial insect control involving ULV flights. All pilots must comply with Federal Drug Free Work Place Policies and FAA regulations regarding operation of the Aircraft.

5. PILOT AND CO-PILOT LICENSING AND CERTIFICATIONS. The pilot, co-pilots and all other personnel shall be properly trained, certified, and shall meet all requirements as specified in the FAA regulations. The Contractor shall be able to provide any license/certifications that are required by either local, State of Texas or Federal agencies for the aerial application of insecticides.

6. The pilot and co-pilot shall meet the Federal Environmental Protection Agency and State of Texas Standard for Certification as an insecticide applicator in the commercial category of aerial application. All pilots shall be properly licensed and certified by the FAA. Contractor and it pilots, co-pilots or other personnel engaged in the spraying operation, subsequent to receipt of a notice to proceed under the Work order and prior to beginning the first spray operations, shall visit the local FAA office. The FAA will be informed of the emergency spraying to occur, presented with the current licenses, certification(s) and all documents or information regarding the flights to occur. Contractor shall request that FAA verify in writing that all requirements and certifications have been met for the flights. Such FAA certification shall be delivered to County prior to the commencement of the first flight.

7. CHEMICALS.

   a) Dallas County will determine the products/insecticides that will be used at the time the EMERGENCY is declared and shall be listed in the Work Order. Environmental concerns shall be a factor in choosing the product to be used. All products shall be handled and applied by Contractor in strict accordance with label instructions, and must meet all local, State and Federal regulations.

   b) It is anticipated that one or more of the following chemicals will be utilized for the aerial spraying.

<table>
<thead>
<tr>
<th>Trade Name</th>
<th>Common Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scourge</td>
<td>(Resmethium)</td>
</tr>
<tr>
<td>Biomist</td>
<td>(Permethium)</td>
</tr>
</tbody>
</table>
c) EQUIPMENT AND HANDLING. The Contractor shall furnish all equipment including the insecticides to be sprayed. The Contractor shall be responsible for storing, transporting, and loading the insecticide into the Aircraft. Storage, transportation, and loading of insecticides shall be in accordance with local, Federal and State law, rules and regulations. All empty insecticide containers shall be disposed of according to the label instructions and local, State and Federal regulations.

d) INSECTICIDES MANAGEMENT. Insecticides shall be handled in accordance with all appropriate local, Federal and State regulations. Insecticides selected for use must be registered for the intended use by the U.S. Environmental Protection Agency and must be used in a manner consistent with label instructions and precautions. Specifically, at a minimum, the following laws must be adhered to:


e) INSECTICIDES TRAINING. All personnel involved in pest control shall be properly trained in the safe application of insecticides. The Contractor shall provide evidence that personnel utilized are properly certified by the State of Texas in the handling and commercial application of insecticides.

f) SPRAY. Contractor warrants, covenants and agrees that the equipment in the Aircraft will be of the type and kind necessary for the deployment of chemicals in an amount that is in strict accordance with the label and all directions provided by the manufacture that is required by any law, regulation, rule, direction or requirement of the federal government, including but not limited to the EPA, State of Texas, including, but not limited to the TNRCC, trade organization regulating the spraying of the chemical or other safety or environmental regulation or requirement. Contractor further warrants, covenants and agrees that it is solely responsible for the mixture, handling, determination and actions necessary for the application of the spray and the selection, regulation, maintenance and control of the equipment utilized.

g) AREA TO BE SPRAYED. Area to be sprayed, estimated to be up to 600,000 acres, shall be identified by County in the Work Order furnished to Contractor as hereinafter provided. Contractor shall be solely responsible for the determination of the flight path(s) of the Aircraft, and as required to provide spray coverage within the boundary of the area(s) identified. The Contractor shall without any expense to the County, be responsible for determining any restricted flight areas or corridors or other requirements and obtaining all necessary clearance, licenses and permits required for provision of the
services herein in a timely manner. Contractor shall fully comply with all such requirements and limitations and with any applicable local, Federal, State, and municipal laws, codes and regulations, in connection with the execution of the work.

h) SPRAY SCHEDULE. Spraying shall be accompanied at the earliest practical time. Contractor shall notify County of the flight(s) schedule and path(s) prior to conducting the flight. Contractor shall furnish a map to County, if available, showing the flight path(s). To maximize abatement, spraying shall be done at peak mosquito activity and when environmental conditions exist that are in accordance to label instructions. Contractor will be solely responsible for the determination of all conditions and will make all determinations and take all necessary actions to determine the spray schedule and shall maintain the spray within the boundary of the treatment area as shown in the Work Order.

i) RESPONSE TO NOTICE OF DECLARATION OF EMERGENCY.

i. Contractor agrees that upon notice that an Emergency Condition has been declared by the County that will require aerial spraying on part or all of Dallas County, Texas. Contractor will make all preparations within twenty-four (24) hours of such notice. All equipment and personnel necessary to comply with the terms of this agreement shall be within a one (1) hour flight time from Dallas County, Texas within forty-eight (48) hours of notice. All necessary actions to comply with the requirements of this Contract shall be completed and spraying commenced within seventy-two (72) hours of notice. This schedule can be modified by agreement between the Contractor and County as necessary to reflect actual requirements at the time the Work Order is issued. No spraying shall be accomplished until notice to proceed has been given to Contractor by the Director of the Dallas County Health and Human Services ("DCHHS").

ii. If the Contractor shall neglect/fail or refuse to provide services within required time frames specified by Dallas County, the Contractor shall, within twenty-four (24) hours from the beginning of such delay, notify the County, or the Director of DCHHS in writing of the cause(s) of delay.

iii. If the Contractor shall be delayed in the completion of his work due to unforeseeable cause which is beyond his/her control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other Contractor, the period herein above specified for the completion of delivery shall be extended by such time as shall be approved by the Director of DCHHS.

j) ORIENTATION CONFERENCE. An orientation conference shall be arranged by the Director of DCHHS, or her designated employee, after issuance of the Work Order and before notice to proceed is given by the County to commence of work. The Contractor shall inform the Director of DCHHS, or her designated employee, of the time and date of Contractors arrival. The meeting shall be scheduled for a date and time reflecting the availability of the parties and the commencement of work. At this conference, the
Contractor shall be oriented with respect to procedures, lines of authority, contractual, administrative, and constructive matters. Representatives from the District Attorney's Office, Purchasing, Risk Management and DCHHS shall be in attendance.

IV. WORK ORDER(S)

A. Work performed by the Contractor will be authorized by the County by written Work Order issued prior to work being performed. Each such Work Order shall be incorporated into and made a part of this contract.

B. Each Work Order shall be prepared by the County and shall list the boundary of the area to be sprayed, the chemical(s) to be used, a calculation of the number of acres of land contained within the boundary of the treatment area, an extension of the fixed unit prices times the number of acres to be treated and any other authorized cost, if any, for the total fixed price of the application. Additionally the Work Order shall specify any items to be furnished by the County, any special provision, and the commencement and a completion date for the work.

C. Such Work Order may be delivered to Contractor by any electronic means (Fax, email, etc.), U. S. Mail or other method, including courier. Notice of the declaration of an emergency, and the terms of the Work Order may be transmitted to Contract by telephone.

D. Upon receipt of the proposed Work Order, the Contractor shall acknowledge acceptance of and agreement to the terms, conditions and total amount of compensation to be paid under the Work Order by the signature of a person authorized to bind the Contractor and return such executed copy by the same manner in which it was delivered.

E. Contractor shall furnish to the County the location of the airport from which the Aircraft will be operating out of, a list of the personnel assigned to the work by name, address, telephone number and duty, and a list of the Aircraft to be assigned to the work by identification number, manufacturer and model. Additionally, the Contractor shall furnish a sworn certification that the Aircraft to be used has received all required modifications and maintenance as required by the FAA, EPA, and other entities having regulatory control over the Aircraft or spray equipment.

F. Work Orders will be issued at the sole discretion of the County. There may be no Work Orders issued under this or any subsequent contract. There is no limit, on the number of Work Orders that may be issued. There is no guarantee of the issuance of any Work Order(s) or any amount of work under this contract.

G. Concurrent with the issuance of a Work Order by County, Contractor shall execute an affidavit certifying that there has been no material change in the qualifications of the Contractor(s), the Aircraft(s), or Personnel and Contractor remains fully qualified to perform the services as the date on which this Contract was executed.

H. Time is of the essence as to the commencement and completion date in each Work Order. Any Work Order issued during the effective term of this contract and not completed within that period shall be completed by Contractor within the time specified in the Work Order, time being of the
This Contract shall survive the termination date as to such Work Orders and shall govern the County and Contractor's rights and obligations with respect to that Work Order to the same extent as if the Work Order was completed during the term of the Contract, specifically including all insurance and indemnification provisions contain herein. Such continuation of the contract shall terminate when either the Dallas County Commissioners Court shall accept the project as substantially complete or written notice is given to Contractor by the Director of DCHHS that Contractor's services are no longer required under the Work Order, whichever shall first occur.

NOTICE: Each Work Order is not effective and the Contractor shall not commence any work contained therein until and unless the Work Order has been approved by formal court order of the Dallas County Commissioners Court. Dallas County shall not be liable for, nor will it pay for any amount of work commenced prior to the approval of the Work Order by the Dallas County Commissioners Court.

V. AMENDMENTS

A. MODIFICATION OF WORK ORDER.

1. Either the Contractor or the County may initiate a written request for a Modification of Work Order regarding the area to be treated, chemicals to be used, or commencement of application 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 Contractor 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 Contractor 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. Modifications shall be in the form of a written Modification of Work Order, which clearly defines the changes to the previously approved Work Order. **NO MODIFICATION MAY BE MADE THAT WILL INCREASE THE COST OF ANY ITEM PREVIOUSLY AGREED UPON.** In the event that a dispute shall arise regarding and modification, it will be mediated by the Director of DCHHS. In the event that agreement cannot be reached the dispute shall be submitted to the Commissioners Court for resolution and its decision shall be final.

2. In all instances County reserves the unconditional right to add to, reduce from, or cancel that area to be sprayed or any part thereof in any Work Order.

   a) In the event that County gives written notice of a cancellation or suspension of any work contained in the Work Order, Contractor agrees that all work or action shall immediately cease and the County will be notified as to the current status of the work.

   b) In all instances County reserves the unconditional right to add, reduce, suspend, or cancel all or part of any Work Order in the event that the cost, in whole or part, exceeds, by item or in total, the dollar amount of any funding used or intended to be used to pay for such service.
c) Any other provision of this Contract notwithstanding, it is specifically understood and agreed that the Contractor shall not be authorized to undertake any services or acquire any good or services not listed in the Work Order or any modification thereof without having first obtained specific authorization from the County in the form of a formal order of the Commissioners Court and a written Authorization To Proceed from the DCHHS Director.

B. SUSPENSION OF WORK.

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 Contractor will stop all work and cease to incur costs during the term of the suspension.

2. The Contractor will resume work when notified to do so by the County in a written authorization to proceed. Suspension of work does not extend the contract period. If additional time is required to complete the work because of the suspension, an amendment will be executed in accordance with Amendments provisions herein.

3. If Contractor is delayed by the County due to a suspension of work, or otherwise, the Contractor sole and exclusive remedy for delay shall have the right to a time extension for completion of the Work Order and not damages.

VI. COMPENSATION FOR SERVICES

A. County and Contractor covenant and agree that the following firm fixed units prices shall be utilized in the determination of the turn-key fixed prices to be paid by County to Contractor for the services rendered.

For spraying 400,000 to 600,000 acres of land the following unit prices will be charged:

<table>
<thead>
<tr>
<th>Material</th>
<th>Rate</th>
<th>Chemical Price</th>
<th>Application Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anvil 10 x</td>
<td>0.62 oz per acre</td>
<td>$0.78 per acre</td>
<td>$1.03 per acre</td>
<td>$1.81 per acre</td>
</tr>
<tr>
<td></td>
<td>(0.007 lb active)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scourge</td>
<td>0.007 lb + 2.4 oz oil</td>
<td>$1.47 per acre</td>
<td>$1.29 per acre</td>
<td>$2.76 per acre</td>
</tr>
<tr>
<td>Malathion</td>
<td>3 oz</td>
<td>$0.91 per acre</td>
<td>$1.29 per acre</td>
<td>$2.20 per acre</td>
</tr>
</tbody>
</table>

For spraying 200,000 to 400,000 acres of land the following unit price will be charged:

<table>
<thead>
<tr>
<th>Material</th>
<th>Rate</th>
<th>Chemical Price</th>
<th>Application Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anvil 10 x</td>
<td>0.62 oz per acre</td>
<td>$0.78 per acre</td>
<td>$1.09 per acre</td>
<td>$1.87 per acre</td>
</tr>
<tr>
<td></td>
<td>(0.007 lb active)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Scourge .007 lb+2.4 oz oil $1.47 per acre $1.34 per acre $2.81 per acre
Malathion 3 oz $0.93 per acre $1.34 per acre $2.27 per acre

For spraying 100,000 to 200,000 acres of land the following unit prices will be charged:

<table>
<thead>
<tr>
<th>Material</th>
<th>Rate</th>
<th>Chemical Price</th>
<th>Application Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anvil 10 10</td>
<td>0.62oz per acre</td>
<td>$0.78 per acre</td>
<td>$1.19 per acre</td>
<td>$1.97 per acre</td>
</tr>
<tr>
<td></td>
<td>(0.007lb active)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scourge</td>
<td>.007 lb+2.4 oz oil</td>
<td>$1.47 per acre</td>
<td>$1.45 per acre</td>
<td>$2.92 per acre</td>
</tr>
<tr>
<td>Malathion</td>
<td>3 oz</td>
<td>$0.93 per acre</td>
<td>$1.45 per acre</td>
<td>$2.38 per acre</td>
</tr>
</tbody>
</table>

For spraying 50,000 to 100,000 acres of land the following unit prices will be charged:

<table>
<thead>
<tr>
<th>Material</th>
<th>Rate</th>
<th>Chemical Price</th>
<th>Application Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anvil 10 10</td>
<td>0.62oz per acre</td>
<td>$0.78 per acre</td>
<td>$1.29 per acre</td>
<td>$2.07 per acre</td>
</tr>
<tr>
<td></td>
<td>(0.007lb active)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scourge</td>
<td>.007 lb+2.4 oz oil</td>
<td>$1.47 per acre</td>
<td>$1.55 per acre</td>
<td>$3.02 per acre</td>
</tr>
<tr>
<td>Malathion</td>
<td>3 oz</td>
<td>$0.93 per acre</td>
<td>$1.55 per acre</td>
<td>$2.48 per acre</td>
</tr>
</tbody>
</table>

*** All chemical prices are subject to change as per market price and availability.

**** Minimum acreage to be sprayed under the contract is 50,000 acres.

B. Compensation for the Services provided by the Contractor shall be the extended amount for actual units of work accomplished based upon unit prices. The total amount paid under this Contract shall not exceed the amount of One Million Six Hundred Fifty Thousand Sixty and 00/100 Dollars ($1,650,060.00). Contractor shall invoice County for actual work completed monthly in accordance with the amounts, terms, and conditions as may be agreed upon in the Work Order, each of which are incorporated herein by reference as if fully reproduced, word for word. Payment by County is conditioned upon receipt of a correct invoice, subject to audit, setting forth the services rendered. In the event of a conflict, the order of precedence shall be the terms and conditions of (1) the authorized Work Order and (2) the Contract.

C. Nothing contained in this provision shall require the County to pay for any work that is unsatisfactory as determined by the County or which is not submitted in compliance with the terms of the Work Order or this Contract. The County shall not be required to make any payments to the Contractor when the Contractor is in default under this Contract, nor shall this Article or any other provision of this Contract or any Work Order constitute a waiver of any right, in law and/or in equity which the County may have if the Contractor is in default, including the right to bring legal action for damages. Default shall include, but not be limited to the failure to complete Contractor's work in accordance with the performance schedule and in accordance with
the terms, conditions and/or requirements contained in this Contract, inclusive of any Work Order.

VII. PAYMENT

The Contractor shall be paid at the unit price for the authorized acres actually sprayed after receipt and verification of invoice(s) for services rendered. After acceptance of the work completed, payment will be made in accordance with the Prompt Payment Act.

VIII. INDEMNIFICATION

To the fullest extent allowed by law, Contractor agrees to indemnify and hold harmless County, Dallas County Commissioners Court, inclusive of the County Judge, County Elected Officials, its officers and employees (hereinafter referred to as “Indemnitees”) against all claims, demands, actions, suits, losses, damages, liabilities, cost and/or expense of every kind and nature (including, but not limited to investigation cost, 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 Indemnitees because of injury (including death) to any person or damage to property (whether real, personal or inchoate), arising out of 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 Contractor, its subcontractors, if any, and/or any other person or entity working for or on half of Contractor; (2) the condition of any real property, including any improvements, on which said operations or work are being performed, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or sub-contractor, if any, of the Contractor in the execution or performance of this Contract; (3) arising out the breach of any of the requirements and provisions of this contract or any failure of Contractor, its employees, officers, agents, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof; (4) the selection, provision, use or failure to use, by any person or entity, of any tools, supplies, materials, equipment, aircraft, spraying equipment or vehicles (whether owned or supplied by County, Contractor, or any other person or entity) in connection with said work or operations; or (5) the presence on County real property, including any improvements located thereon, of the Contractor, its subcontractors, if any, employees, suppliers, vendors or any other person acting for or on behalf of Contractor. This indemnification shall apply when any such claim for injury or damage is based on any theory of liability, including negligence, intentional wrong doing, strict product liability or breach of non-delegable duty. Contractor further agrees to defend, (at the election of any Indemnitees) against any claim, demand, action or suit for which indemnification is provided hereunder at its sole cost and expense, paying same as it shall accrue.

Without in any way limiting or restricting the indemnification and defense agreement stated
above, Contractor agrees that it is the intention of the parties hereto that Contractor and its insurers bear the entire risk or loss or injury to any of Contractor’s employees, “borrowed servants”, agents, representatives, subcontractors, vendors, material men, or any other person present on the premises or performing any act or service on Contractor’s behalf or at its request, whether or not any such loss or injury is caused in whole or part by and negligence or fault of any Indemnitees, and without seeking any contribution therefore from any Indemnitees or their insurers.

Contractor shall give to County prompt reasonable written notice of any Injunction, claim or litigation of which Contractor becomes aware regarding the Contract or its performance of this Contract. It is further provided that County shall give to the Contractor prompt and reasonable notice of any such claims or actions. Contractor shall have the right to investigate, compromise, and defend same to the extent of its own interest. If required by County the Contractor shall enter and defend the County’s interest at its sole costs and expense. This provision shall not create any cause of action in favor of any third party against County or Contractor nor shall it enlarge in any way the liability of County, nor constitute a waiver of its Sovereign Immunity or any other defense.

This provision shall survive the termination of this Contract

IX. INSURANCE

A. INSURANCE COVERAGE REQUIRED.

1. Subject to Contractor’s right to maintain reasonable deductibles in such amounts as are approved by the County, not to exceed ten percent (10%) of the face amount of coverage, Contractor shall obtain and maintain in full force and effect for the duration of the Contract, and any extension hereof, insurance coverage written by company’s authorized to conduct business in the State of Texas and acceptable to the County, in the following type(s) and amount(s). All cost or expense of insurance, and any and all deductibles shall be paid by Contractor without any liability to or reimbursement from County.

2. Prior to approval of any Work Order by the County Commissioners Court, Contractor shall furnish an Insurance Certificate(s) to the County which shall evidence that insurance Policies in the amounts set forth below are then in effect. **County shall have no duty to pay or perform under the Contract until such certificate(s) shall have been delivered to County**, and no officer or employee of the County shall have authority to waive this requirement.

3. The County reserves the right to review the insurance requirements of this section during the effective period of the contract or any Work Order and to adjust insurance coverages and their limits when deemed necessary and prudent based upon changes in statutory law, court decisions, current evaluation of risk, or the claims history of the industry as well as the Contractor. If, after selection and furnishing of insurance as required herein the County requires an extension of coverage or increase in the minimum coverage limits, any increase in the premium cost of insurance caused by such increase will be paid by Contractor without cost to County.
B. REQUIRED MINIMUM COVERAGE.

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation and Employer's Liability:</td>
<td>Texas Labor Code Statutory amount $500,000.00</td>
</tr>
<tr>
<td>Commercial General (public) Liability to include coverage for the following:</td>
<td>Combined single limit for bodily injury and property damage of $5,000,000.00</td>
</tr>
<tr>
<td>a. Premises operations to include sidewalk</td>
<td></td>
</tr>
<tr>
<td>b. Independent Contractors</td>
<td></td>
</tr>
<tr>
<td>c. Products/completed operations</td>
<td></td>
</tr>
<tr>
<td>d. Personal injury</td>
<td></td>
</tr>
<tr>
<td>e. Contractual liability</td>
<td></td>
</tr>
<tr>
<td>f. Fire legal liability</td>
<td></td>
</tr>
<tr>
<td>g. Medical payments</td>
<td></td>
</tr>
<tr>
<td>h. Pollution</td>
<td></td>
</tr>
<tr>
<td>Airport Liability</td>
<td>Combined single limit of $5,000,000.00</td>
</tr>
<tr>
<td>Aircraft Liability</td>
<td>Combined single limit of $5,000,000.00</td>
</tr>
<tr>
<td>Comprehensive Automobile Liability insurance to include coverage for:</td>
<td>Combined single limit for bodily injury and property damage of $400,000.00</td>
</tr>
<tr>
<td>a. Owned/leased automobiles</td>
<td></td>
</tr>
<tr>
<td>b. Non-owned automobiles</td>
<td></td>
</tr>
<tr>
<td>c. Hired automobiles</td>
<td></td>
</tr>
</tbody>
</table>

C. ADDITIONAL POLICY ENDORSEMENTS. The County shall be entitled, upon request, and without expense to receive certified copies of each and all insurance Policies and all endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular Policy terms, conditions, limitations or exclusions. (Except where Policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such Policies). Upon such request by the County, the Contractor shall exercise reasonable efforts to accomplish such changes in Policy coverages, and shall pay the cost thereof.

D. REQUIRED PROVISIONS. Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions:

1. Name the County as additional insured;

2. Provide for thirty (30) days notice to County of cancellation, non-renewal or material change;
3. Provide for an endorsement that the "other insurance" clause shall not apply to the County;

4. Contractor and the insurer agree to waive subrogation against the County;

5. Provide that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification/defense provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable Policies.

6. Companies issuing the insurance Policies shall have no recourse against the County of or other named insured for payment of any premiums or assessments for any deductibles, which are at the sole risk of the Contractor.

7. Waive any exclusion that would preclude coverage of ULV aerial flights of the type described in this Contract.

8. Include any provision necessary to include coverage of ULV aerial flights of the type described in this Contract.

E. SURVIVAL. These requirements and provision shall survive the termination of this Contract

X. AUDIT

A. County, its Auditor, or its designated agents or representatives shall have the unrestricted right to audit any and all books, ledgers, certificates, maintenance logs, any records of purchase or spraying of chemicals, licenses, policies, including, but not limited to insurance policies, expenditures, budget or any other item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized in the performance of, compliance with, accounting of or related to this Contract. Contractor covenants, warrants, and agrees that all books, ledgers, maintenance logs, any records of purchase or spraying of chemicals, certificates, licenses, policies, including, but not limited to insurance policies, expenditures, budget or any other item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized in the performance of, compliance with, accounting of or related to this Contract shall be kept and maintained by Contractor for not less than four (4) years from the date of completion of this Contract or the completion to final unappealable judgment of any litigation regarding this Contract. Such information shall be furnished to and made available to County, at a location of County's choice, in good form, adequately indexed and identified, within ten (10) days of written notice to Contractor requesting same.

B. This provision shall survive any termination of this Contract.

C. The results of any audit shall be furnished to Contractor for comment. In the event that any audit shall determine that any sum is owed to County by Contractor, such funds shall be deemed due and payable upon demand by County.
XI. NOTICES.

Contractor shall notify the County in the event of any change in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by the replacement CERTIFICATE OF INSURANCE. All notices shall be given to the County at the following two addresses:

Betty Culbreath, Director
Dallas County Health & Human Services
2377 N. Stemmons, LB12, 6th Floor
Dallas, Texas 75202

Dallas County Auditor's Office
509 Main Street
Dallas, Texas 75202

XII. TERMINATION BY THE COUNTY

A. FOR CAUSE. The Contract shall be subject to termination by County in the event of the happening of one or more of the following contingencies:

1. The occurrence of any act or event which operates to deprive the Contractor of the rights, powers, licenses, permits, and authorizations necessary for the proper and lawful conduct and operation of the services authorized herein.

2. If Contractor shall file a voluntary petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it, unless said petition is dismissed within (30) days of said filing.

3. The making by the Contractor of an assignment for the benefit of creditors.

4. If Contractor shall abandon or discontinue the said aerial mosquito spraying.

5. If Contractor shall fail to perform, keep, and observe all of the warranties, covenants or conditions set forth in the Contract, such failure may be considered a breach or default of the Contract ten (10) days from the date written notice has been given Contractor by County to commence the contract or correct a default or breach. If, within one (1) day, or such time as may be listed in the notice, from the date of such notice, the Contractor has not commenced work or to correct a default or breach complained in a manner satisfactory to the County, then, and in such event, County shall have the absolute right, at once and without further notice to Contractor, to declare the Contract terminated; to take over the contract; to employ additional contractors to commence or complete the contract; and/or to enter upon and take full possession of all supplies or materials previously paid for. In the event that County shall be responsible for the commencement or completion of this Contract by County forces, employment of additional contractor, or otherwise, Contractor confesses its obligation to pay and does hereby agrees to pay County, on demand, all sums in excess of the cost or consideration contained herein.

6. In the event that defaults, failures to perform, and/or breaches by Contractor of its obligations under the Contract to be performed, kept, and observed by it shall recur from time to time (even though cured after the receipt of notice to cure) to such extent that the
County believes that Contractor's work is an unsatisfactory, then County's Commissioners Court may terminate the Contract.

B. FOR CONVENIENCE. The County, without cause, may terminate the Contract for County's convenience upon ten (10) days written notice to the Contractor with the understanding that all services being performed under the Contract shall cease upon the date specified in such notice. Contractor shall invoice the County for all services completed and shall be compensated in accordance with the terms of the Contract for all services performed by the Contractor prior to the date specified in such notice.

C. FOR NON APPROPRIATION. Notwithstanding any terms herein to the contrary, County has the right to terminate the Contract on the last day of the then current fiscal year in the event the County fails to appropriate funds pertinent to the Contract or as stated in General Provisions Funding clause. County agrees to promptly notify Contractor of such failure to appropriate prior to the end of the County's then current fiscal year.

D. NO DAMAGES. The County shall not be liable for lost or anticipated profits of Contractor in the event of termination or cancellation of the Contract. The right for the County to cancel or terminate the Contract or take possession and operate is in addition to and not in exhaustion of such other rights that the County has or causes of action that may accrue to the County because of the Contractor's failure to fulfill, perform, or observe the obligations, conditions or covenants of the Contract. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies of law; nor shall any remedy herein provided constitute a forfeiture or waiver of any monies due County hereunder or of any damages accruing to County by reason of the violation of any of the terms, conditions and covenants herein contained. If legal action is required to enforce any of such remedies, County shall also be entitled to reasonable attorney's fees.

XIII. WARRANTIES COVENANTS AND AGREEMENTS

Contractor warrants, covenants and agrees to the following:

A. DISTURBANCE OR WASTE. Contractor shall not commit, nor allow to be committed any act of civil disturbance or riot, harassment of any nature, or any action or conduct actionable in State or Federal civil or criminal law; any act of waste including any act which might deface, damage or destroy any property or any part thereof; use or permit to be used any equipment, including, but not limited to Aircraft, or other thing which might cause injury to person or property or do anything, or permit anything to be done, which would, in County's opinion, disturb or tend to disturb County or the public.

B. CONTROL. Contractor shall maintain sufficient discipline and control of its equipment, including, but not limited to Aircraft, or personnel and all parties to prevent any injury (including death) to any person or damage to the real or personal property.

C. HAZARDOUS MATERIALS. Throughout the term of the contract, Contractor shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any
Hazardous Materials, including, but not limited to, on, under, in, above, to, or from any Aircraft, other than in strict compliance with all applicable federal, state, and local laws, rules, regulations, and orders. For purposes of this provision, the term "Hazardous Materials" shall mean and refer to any wastes, materials, or other substances which require special handling or treatment, under any applicable local, state, or federal law, rule, regulation, or order.

D. NUISANCE. Contractor covenants and agrees that it will cause to be abated or shall abate, at no cost to or contribution from County, any spills, nuisances, health, environment or safety dangers and shall remediate or cause to be remediated all materials that may be in violation of any laws pertaining to health or the environment, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Texas Water Code and the Texas Solid Waste Disposal Act, all as amended, caused by the presence, use, generation, release, discharge, storage, disposal, or transportation of any material by or at the direction of Contractor in performance of this Contract.

E. DAMAGE OR DESTRUCTION. Contractor shall not conduct its business in any manner which would (1) increase the risk of personal injury, including death, or damage to, partial destruction of or destruction of any real or personal property, or any portion thereof, or (2) invalidate any policy of insurance now or hereafter carried by Contractor. Failure to comply with such requirement will constitute a breach of the contract and County may terminate the contract if such requirement is not met after one (1) day written notice to Contractor from County. Contractor agrees that County will not be liable for nor be required to pay any damages, liquidated or unliquidated, caused by any delay due to compliance with this provision.

F. JUDICIAL ACTION. Contractor agrees that it will furnish at the written request of County all necessary personnel and records necessary or convenient to provide all evidence or testimony regarding any actions taken or not taken to fulfill the requirements of this Contract without cost or expense to County. This provision shall survive the termination of this contract for a period of four (4) years or until all changes, demands, suits or other actions have released or have become unappealable.

G. NOTICE REQUIRED. Contractor shall give immediate oral notice to County, confirmed immediately by Fax or written notice, of any failure or problem with its equipment or inability to comply with the agreed upon schedule. Further, Contractor shall notify County of any accident, spill, damage or destruction of equipment or materials, specifically including any chemicals, or any portion thereof, real or personal or real property, any injury to or death of any person, or any litigation or claim by any party involving Contractor in its actions or compliance with this Contract.

H. EMERGENCY. In the event of any fire or Police emergency, Contractor shall first notify the appropriate emergency response agency (911) and immediately thereafter orally notify the Director of DCHHS at (214) 819-2100 of such occurrence and immediately confirm such notice in writing.

I. INDEPENDENT CONTRACTOR. Contractor and County agree that Contractor is and shall
remain an independent contractor with respect to all services, goods or materials performed or furnished under this Contract. It is understood and agreed that nothing contained in this Contract is intended or should be construed as creating or establishing the relationship of copartners, joint venturers or joint adventurers between the parties hereto or as constitutes Contractor as the agent, representative, or employee of County for any purpose or in any manner whatsoever. Contractor is independent in the nature of its business and is employed by County solely for the completion of the scope of work and specifications as shown herein and will receive consideration (compensation) as specified herein. Contractor has the sole obligation to furnish necessary tools, supplies, and materials to perform this Contract, and is solely responsible for the direction and control of all work for the compensation as specified herein.

J. PAYMENT OF TAXES ETC. Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Worker's Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remunerations pay to persons employed by Contractor for work performed under the terms of this Contract and agrees to indemnify and save harmless the County from any such contribution or taxes or liability.

K. NO ASSIGNMENT. Neither this Contract nor any right, obligation in whole or part may be assigned, transferred, or subcontracted by Contractor without the prior written consent of the County.

L. COMPLIANCE WITH LAW. Contractor shall comply with all federal, state or local laws, codes, ordinances, and regulations and orders of any federal, state, county, municipal or other government agency thereof having jurisdiction over and relating to compliance with or related to the terms of this contract, inclusive of fire, emergency, environment, health, safety and any construction and the rules and regulations of the County now or hereafter in force which may at any time be applicable, and shall obtain and pay for all permits, franchises, approvals, licenses, certificates, and any authorizations required or exacted by law and necessary for completion of this contract, and shall pay all fees, assessments, taxes, excluding those taxes paid by the County, and charges levied under state, federal, or local statutes or ordinances insofar as they are applicable.

M. COMMISSIONERS COURT'S APPROVAL REQUIRED. Any action requiring the expenditure of funds not previously approved by the Commissioners Court is not effective and the Contractor shall not commence any work or acquire any goods or services until such expenditure has been approved by formal court order of the Dallas County Commissioners Court and notice to proceed has been issued by the Director of DCHHS. County shall not be liable for, nor will it pay for any amount of work commenced or goods or services acquired or expended prior to approval by the County Commissioners Court and notice to proceed has been issued.

XIV. MISCELLANEOUS PROVISIONS

A. WAIVERS. No waiver of default, breach or failure to perform by either party of any of the terms, covenants, and conditions hereto be performed, kept, and observed by the other party shall
be construed as, or operator as, a waiver of any subsequent default, breach of failure to perform any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the other party.

B. ENTIRE CONTRACT. This contract constitutes the entire contract agreement between the parties hereeto, and all other representations or statements heretofore made, verbal or written, are merged herein and this contract may be amended only in writing and executed by duly authorized representatives of the parties hereto, after prior approval of the Commissioners Court, as necessary.

C. LIENS. Contractor shall allow no liens to attached to County property, personal or real.

D. SUCCESSORS AND ASSIGNS. All provisions of the Contract shall extend to bind and insure to the benefit not only of County and Contractor, but also their respective legal representatives, successors and assignors.

E. CONTRACT AMENDMENTS. The Contract may be amended from time to time by written Agreement, executed by duly authorized representatives of all the parties hereto, after prior approval of the Commissioners Court, as necessary.

F. APPLICABLE LAW. This Contract and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas. This Contract is fully performable in Dallas County, Texas, and exclusive venue shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this contract is expressly made subject to County's Sovereign Immunity, Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and Federal laws.

G. SEVERABILITY - INVALID PROVISIONS. In the event any part of this Contract is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect. The invalidity of any covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained, provided the invalidity of any such covenant, condition, or provision does not materially prejudice either party in its respective rights and obligations contained in the valid covenants, conditions, and provision of this contract.

H. 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. Contractor shall have a duty to mitigate damages.

I. 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.

J. 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.

K. 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.

L. 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. Contractor shall have no right of action against and releases 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, subsequent to execution by County, provide funds from a separate source or terminate this contract.

M. REMEDIES. 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.

N. NONDISCRIMINATION. As a condition of this Contract, Contractor 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. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum of four (4) years, with full access allowed to authorized representatives of the County upon request for purposes of evaluating compliance with this and other provisions of this Contract.

O. MINORITY AND WOMEN BUSINESS ENTERPRISE. The County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of the County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services, and construction. The County, its contractors, their suppliers and subcontractors and vendors of goods, equipment, services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate "yardstick" in contractor, sub-contractor, vendors, service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with the County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Dallas County.

P. FEDERAL OR STATE OF TEXAS FUNDING. In the event that this Contract 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, Contractor agrees to timely comply therewith without additional cost or expense to County.

Q. MATERIAL CHANGES AFFECTING QUALIFICATIONS. Contractor shall notify County in writing immediately upon any occurrence that could or may affect the qualifications of the Contractor, specifically including, but not limited to, the filing of a petition in Bankruptcy, assignment for the benefit of creditors, merger or sale of the Contractor, loss of computer hardware, software or firmware utilized, equipment, specifically including Aircraft, loss or restriction on any license, certificate, or other approval needed for the maintenance of the Aircraft, operation of the Aircraft, specifically including the spraying equipment, or supplies utilized, or loss of or material change in personnel assigned or key personnel, detailing the occurrence. In the event that such occurrence shall, in the sole determination of County, change or modify the qualifications of that Contractor, County may terminate this Contract, including any Work Order, or other agreement and remove the Contractor from the list of qualified proposers.

R. TIME OF THE ESSENCE. Time is of the essence in the performance of all the parties' obligations and duties under this agreement.

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

T. TERMINATION OF CONTRACT. At the termination of this Contract between County and Contractor, Contractor shall furnish to County a listing of current records or information requested in writing by County in either printed or electronic format or both. If terminated prior to completion of any Work Order Contractor agrees to furnish all 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 as described in whole or part herein or as may be added by amendment. Contractor 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 Contractor to County without additional cost or expense to County. This provision shall survive the termination of this Contract.

U. CONFLICTS OF INTEREST. Contractor warrants and covenants that neither the County nor its official(s) or employee(s) has or shall have any financial interest, directly or indirectly, in this Contract with the County or is financially interested, directly or indirectly in the sale to the County of any of the goods or services contemplated herein, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, expressed or implied,
of the person or corporation contracting with the County shall render this Contract voidable by the Commissioners Court of Dallas County. It is the responsibility of the Contractor during all phases of the Contract process to notify the County in writing of any potential conflict of interest.

1. Contractor warrants that no officer, employee, agent, or consultant of the Contractor who exercises or exercised any functions or responsibilities with respect to this Agreement will obtain any personal or financial interest or benefit from the work performed under this Agreement and no employee, officer, or agent of Contractor shall solicit or accept gratuities, favors or anything of monetary value from Dallas County.

2. Contractor shall establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

V. STATUTORY CONTRACT AMENDMENTS. Any alterations, additions, or deletions to the terms of this contract which are required by changes in environmental law, federal law or regulations are automatically incorporated into this contract without written amendment hereto, and shall become effective on the date designated by such law or regulation.

W. SIGNATORY WARRANTY. The undersigned signatory for the Contractor 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 Contractor and has been delivered and, subsequent to execution by County, constitutes a legal, valid and binding obligation of the Contractor, its successors and assigns and shall inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

County Authority. Dallas County is a corporate and political body and subdivision of the State of Texas. This Contract is executed pursuant to an Order of the Dallas County Commissioners Court No. ________________________, passed the ______ day of _________________________ 2003.

Contractor Authority. Dynamic Aviation Group, Inc is incorporated in the State of Virginia and authorized to conduct business in the State of Texas. By the signature of the party below, Dynamic Aviation Group, Inc. warrants that such party has full right and authority to bind the Company. A corporate resolution giving such contractual authority is attached hereto and incorporated by reference as if fully reproduced herein word for word.
Executed this __________ day of ______________________ 2003.

COUNTY:

BY: Margaret Keliher
    Dallas County Judge

RECOMMENDED:

BY: Betty Culbreath, Director
    Dallas County Health & Human Svcs.

CONTRACTOR:

BY:

*APPROVED AS TO FORM:

BY: Janet R. Ferguson
    Chief, Civil Section
    Assistant District Attorney

* By law, the District Attorney's Office may only advise or approve contracts or agreements or legal documents on behalf of its clients. It may not advise or approve a contract or agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).
June 25, 2003

To: Members of the Commissioners Court

From: Mattye Mauldin Taylor
Director – Human Resources/Civil Service

Subject: Budgetary Proposal Related to Employee Cost

**Background**

In an effort to assist Commissioners Court in developing viable options to reduce the current budget deficit, the Human Resources/Civil Service Department presents the following proposal:

**Reduced Work Hours** – *This proposal will allow designated employees occupying regular, full-time positions to work a minimum of 32 hours per week and still retain all employee benefits.*

For example: A full-time employee who makes $25.00 an hour chooses (or is directed) to work 32 hours per week for a six month period. The estimated cost savings would be:

$$[8 \text{ hours less per week} \times 4.333 \text{ weeks} \times $25.00 \text{ an hr.} \times 6 \text{ months}] = $5,200 + $800 \text{ (benefits savings)} = $6,000 \text{ per employee}.$$  

**Impact on Operations**

There are several distinct advantages and disadvantages to implementing this Proposal. They include the following:

**Advantages**

Adoption of this Proposal would:

1. Save hard dollars immediately;
2. Provide a creative and effective option to assist the Court in balancing the budget;
3. Provide more options and flexibility for departments to address the proposed 10% cut;
4. Provide an avenue for employees to participate in the process;
5. Provide an option for employees to engage in family, school, leisure activities, etc.;
6. Allow employees to schedule and handle personal matters without missing work; and
7. Require departments to take full responsibility for their salary budgets.
Disadvantages

Adoption of this option would:

1. Reduce employees' pay for a limited period of time;
2. Potentially impact a department's ability to meet productivity goals;
3. Possibly reduce morale; however, should be less than if major staff reductions take place;
4. Require departments to take responsibility for and be held accountable for their salary budgets; and
5. Require re-educating staff and managers on the benefits associated with implementing this proposal.

Several years ago, Dallas County provided benefits to employees who worked at least 30 hours per week. Other public employers providing benefits to employees working less than 40 hours include: City of Carrollton, County of Denton, County of Galveston, City of Irving, County of Harris and City of Plano.

Financial Impact

With an average saving of $1,000 per month for selected employees, this option has the potential to generate real savings to the County. If only 500 employees participated and worked 32 hours per week, the estimated savings would be $3,000,000 over a six-month period. If the same number of employees worked 36 hours instead of 32, then the estimated savings would be $1,500,000.00 for a six-month period.

Recommendation

The Human Resources/Civil Service Department recommends Commissioners Court approve the Reduced Work Hours Proposal and allow staff to develop the details for immediate implementation.

Recommended by:

Mattye Mauldin Taylor

Copy: Virginia Porter, Auditor
Ryan Brown, Director-Office of Budget and Evaluation
Janet Ferguson/Melanie Barton – District Attorney’s Office
DALLAS COUNTY
HUMAN RESOURCES/CIVIL SERVICE

Date: June 25, 2003
To: Members of the Commissioners Court
From: Mattye Mauldin-Taylor, Ph.D.,
Director of Human Resources/Civil Service
Subject: Contract Extension with DCCCD on behalf of Richland College, External Vendor

Background
Dallas County's contract with the Dallas County Community College District, on behalf of
Richland College, expires on June 30, 2003. The Human Resources/Civil Service Department
proposes to extend this contract for an additional three months. Court Order 2002-2206
authorized training classes with Richland College through June 30. Extending this agreement
through September 30, 2003 will allow Human Resources to continue offering training for
employees, utilizing the services of Richland College for delivery of the proposed classes through
the remainder of fiscal year 2003.

Impact on Operations
Two, four-hour Diversity classes have been delivered so far for the total cost of $668, leaving a
balance of $1732. The December 2002 court order authorized expenditures not to exceed $2400
for the diversity classes and other training. The additional classes have been developed in
response to employee requests and are listed in Attachment B. Registration is open to all Dallas
County employees.

Financial Impact
No additional funding is necessary.

Legal Review
The Civil Section of the District Attorney’s Office has reviewed this agreement.

Recommendation
The Human Resources/Civil Service Department recommends that Commissioners Court approve
extending the contract through September 30, 2003, with DCCCD on behalf of Richland College,
and authorize the County Judge to sign the agreement on behalf of Dallas County.

Recommended by: Mattye Mauldin-Taylor, Ph.D.

Attachments
STATE OF TEXAS §
COUNTY OF DALLAS §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 3rd day of December, 2002, on motion made by Mike Cantrell, District 2 and seconded by John Wiley Price, District 3, the following Order was adopted:

WHEREAS, Commissioners Court was briefed on November 26, 2002 regarding the Human Resources/Civil Service Department’s request to utilize the services of Richland College for delivery of several classes during fiscal year 2003; and the anticipated delivery of other specialized classes appropriate to the workplace needs of County employees; at a cost not to exceed $2400; and

WHEREAS, delivery of two customized Diversity classes has been scheduled thus far at the negotiated rate and the Dallas County Community College District’s willingness to customize at no additional expense is a financial incentive for the County; and

WHEREAS, it is the desire of Commissioners Court to provide staff training in the identified areas, and funds are available in the countywide training fund, Reserves and Contingency.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court hereby approves the Human Resources/Civil Service Department’s request to utilize the services of Richland College to facilitate a Diversity in the Workplace seminar and develop other specialized classes appropriate to employee needs, at a cost not to exceed $2400, with funds available in the countywide training fund, Reserves and Contingency, and authorizes the County Judge to sign the agreement with the Dallas County Community College District.

DONE IN OPEN COURT this the 3rd day of December, 2002.

Margaret Kelliher
County Judge

Jim Jackson
Commissioner District #1

Mike Cantrell
Commissioner District #2

John Wiley Price
Commissioner District #3

Kenneth A. Mayfield
Commissioner District #4

Recommended by:

Martye Mauldin-Taylor, Ph.D., Director
Human Resources/Civil Service Department
Agreement with DCCCD on Behalf of Richland College
for Educational Services through its
Corporate Services Division

AMENDED CONTRACT

Richland College of the DCCCD through its Corporate Services Division (referred to as "College") located at 12800 Abrams Road, Dallas, Texas 75243-2199 and Dallas County (referred to as "County") whose office is located at 411 Elm Street, Dallas, Texas 75202 enter into this agreement as follows:

1. **Purpose.** The College shall provide County employees continuing education courses in Business Productivity. The classes are offered to the County as provided in this agreement and more specifically addressed in Attachments "A" and "B" that are incorporated by reference herein.

2. **Instructional Quality.** The College will employ qualified instructors to provide educational services in accordance with state regulations and policies of the College.

3. **Administration:** The College will provide project management and instruction. The County will provide a project liaison and participant information for registration and documentation.

4. **Enrollment:** County employees are enrolled as continuing education students at the College.

5. **Fees.** The tuition for the courses is $80.00 per instruction hour for up to 20 participants ($320.00 total tuition for a four hour class) excluding materials fees.

6. **Value:** Services from the College will include instruction, registration and certification. Each student completing the training will receive a certificate of completion and 0.4 Continuing Education Units (CEU's).

7. **Term.** This agreement shall begin on December 11, 2002 and conclude by September 30, 2003. The College and the County may amend the contract if additional levels of the course are requested.

8. **Amendment.** This agreement, including Attachments "A" and "B" attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and may be changed in writing by the mutual consent of the parties herein.

9. **Notice.** Any notice provided under this contract shall be delivered by mail or personal service to the parties named at the addresses specified below:

**County Representative**
Margaret Keilher
County Judge
Dallas County
411 Elm Street
Dallas, Texas 75202

**College Representative**
Debbi Harwood
Director, Corporate & Community Relations
Richland College of the DCCCD
12800 Abrams Road
Dallas, Texas 75243
Phone (972) 238-6969
Fax (972) 238-6957

Executed in two counterparts:
Dallas County

By:_________ Date:______
Authorized Representative

Richland College of the DCCCD

By:_________ Date:______
Authorized Representative
Richland College and Dallas County

I. **Participants:** The class shall have a minimum of 8 participants and a maximum of 20 participants.

II. **Materials and Supplies.** The College will provide materials and supplies for the training as appropriate. A small fee for duplication and binding documents may apply.

III. **Facilities.** Appropriate training facilities and equipment will be provided by the County.

IV. **Registration/Completion.** Students will be registered utilizing a College Individual Enrollment Form. The instructor will take attendance at each course session. A College certificate will be awarded at the conclusion of the course.

V. **Fees.** The tuition for the course is $80.00 per instruction hour for up to 20 students ($320.00 total tuition for a four hour class) excluding materials fees.

VI. **Billing Procedures and Records Management.** The College will set-up the class in the College registration system and enroll students on the first day of the class. The County will be invoiced for County-sponsored participants within 30 days of the class start date.

VII. **Force Majeure.** Neither the College nor the County shall be responsible for any delays in performance of this agreement due to strikes, riots, acts of God, unavailability of instructors or materials, war, governmental laws or regulations. If a delay occurs, the College will make a good faith effort to reschedule the service.

VIII. **Assignment.** Neither the County nor the College shall assign this agreement without the written consent of the other.

IX. **Indemnity.** The College agrees to be responsible for its own acts of negligence and the County agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this agreement for any of its activities or from any act or omission of any employee or invitee of the College or the County. In the event of joint and concurrent negligence, the College and the County agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

X. **Enrollment.** All class participants must be enrolled by the first day of instruction.

XI. **Venue.** Exclusive venue for this agreement shall be in Dallas County, Texas.
ATTACHMENT "B"
Agreement with DCCCD on Behalf of Richland College
for Educational Services Through Its
Corporate Services Division

Richland College and Dallas County

Course(s): Business Productivity

Instructors:
Kay Coder
   Diversity in the Workplace
Emily Atlas
   Career Self Assessment
Anne DuVal
   Sentence Structure Punctuation
   Planning, Editing & Rewriting Business Documents

Hours: 4 to 6 instruction/contact hours depending on the class

Continuing Education Units (CEU’s): 0.4 to 0.6

Tuition: Flat Fee of $80.00 per instruction hour for up to 20 participants (Total tuition: $320.00 for four hours of class)

Textbooks/Materials costs:
Duplication of handouts and binding: Not to exceed $5.00 per participant

AV: TBD. Instructor will advise.

Location: County facilities

Completed courses to date:
Diversity in Your Workplace
Wednesday, December 11, 2002
8:30 a.m. to 12:30 a.m.

Diversity in Your Workplace
Wednesday, February 5, 2003
8:30 a.m. to 12:30 a.m.
DALLAS COUNTY
HUMAN RESOURCES/CIVIL SERVICE

Date: June 25, 2003
To: Members of the Commissioners Court
From: Mattye Mauldin-Taylor, Ph.D.,
Director of Human Resources/Civil Service

Subject: Imprest Account for New Workers' Compensation Third Party Administrator

Background
Court Order No. 2003-1051 awarded the County’s Workers’ Compensation Third Party Administrator contract to CCS Consulting, LP beginning July 1, 2003. In order to establish an account from which workers’ compensation claims can be paid, an imprest account needs to be established.

The current administrator operates a $363,000.00 imprest account that represents approximately six weeks worth of claims payments. Because some lag will occur as checks from the old imprest account clear while checks are issued from the new account, an initial funding of $250,000.00 is requested.

Impact on Operations
This account will allow the new Workers’ Compensation TPA to make timely payment of claims for the County’s self-insured Workers’ Compensation Program.

Financial Impact
The net financial impact is zero. Once the old imprest account is cleared, reconciled and outstanding funds are returned to the County, the new account will stand in its place.

Recommendation
The Human Resources/Civil Service Department recommends Commissioners Court approve the funding of an imprest account in the amount of $250,000.00 for payment of Dallas County's self-insured workers' compensation claims by CCS Consulting, LP.

Recommended by: Mattye Mauldin-Taylor, Ph.D.
Date: June 25, 2003

To: Members of the Commissioners Court

From: Mattye Mauldin-Taylor, Ph.D.
Director of Human Resources/Civil Service

Subject: District Attorney's Request to Modify Position From Full Time to Part Time

**Background**
The District Attorney's Office has submitted a request (attached) seeking approval to modify one Assistant District Attorney III (position #3425) assigned to the Magistrate Court, from one fulltime position to two part-time positions. The County has approved similar requests in the past and County policy does not prohibit this type of position change.

**Impact on Operations**
This change will allow the Department to both adequately staff this position and better meet the needs of the employees.

**Financial Impact**
Savings associated with this request are realized in salary and benefits such as retirement, leave accrual and longevity and have been estimated by the Office of Budget and Evaluation. Depending on the employees selected for these part-time positions, savings could be up to $5,150 annually, or the department could realize additional costs of around $2,400 annually. Additionally, the OBE has examined this request and determined it meets the requirements of the hiring freeze.

**Recommendation**
The Human Resources/Civil Service Department recommends Commissioners Court approve the modification of one Assistant District Attorney III (position #3425) from one fulltime position to two part time positions, provided the combined salaries of the part-time employees do not exceed the currently budgeted position cost.

Recommended by:
Matty Mauldin-Taylor, Ph.D., Director

Attachment
Urmit,Graham - PT savings

From: Shannon Brown
To: Urmit Graham
Date: Wed, Jun 25, 2003 2:03 PM
Subject: PT savings

Urmit,
If the individual gets to keep her current salary the annual savings is $4,205 ($1,051 for remainder of fiscal year). I'm not sure if Kim is asking for an exception to the policy to allow to hire above the min of the range. If both part-time positions are at min of the range, the annual savings is $5,150 ($1,287 for the remainder of the fiscal year). I think you need to make sure you put the language in like you did last time for the Protective Order position about having to result in a savings. If both part-timers come in at max in-hire, it actually costs us more.
June 25, 2003

TO: DR. MATTYE MAULDIN-TAYLOR

FROM: KIMBERLY KEY GILLES

RE: MAGISTRATE ATTORNEY POSITION

Over the years the District Attorney's Office has requested that certain full-time attorney positions be changed into two part-time positions without benefits. The Intake Division, Family Violence Division and Appellate Division all have part-time positions created from an existing full-time position.

By this memo, the District Attorney's Office is requesting a change in the Magistrate Court position, ADA III full-time position # 3425, be changed into two part-time positions without benefits. The plan results in cost savings to Dallas County as neither position is paid benefits.

This position lends itself to being split into two positions. Two experienced full-time attorneys are willing to split the position in order to better balance work and family obligations.

When the part time positions are created, it is requested that the attorneys selected for these slots be paid at an hourly rate within the range for which they qualify, based on their experience. This has been the standard practice for the other part-time attorney positions we have created.

Please prepare a brief to the Commissioners Court on our behalf regarding this issue. Thank you for your assistance on this matter.
June 25, 2003

To: Members of Commissioners Court

From: Mattye Mauldin-Taylor, Ph.D.
      Director of Human Resources/Civil Service

Subject: Reduction in Force Services and Information

Background
As a result of the countywide change in fund authorization for FY2004, elected officials/department heads have been instructed to reduce their budgets by ten percent (10%). In an effort to achieve these mandated reductions, departments may be faced with eliminating previously authorized positions.

To assist in this endeavor, the Human Resources/Civil Service Department has organized a package outlining programs and services to assist those who may be impacted by any reduction in force. This package is included as Attachment A.

Operational Impact
Commissioners Court review and approval of the programs and services will facilitate an effective transition for those impacted by any reduction in force.

Financial Impact
Approval of these programs and services would not result in any additional financial cost.

Recommendation
The Human Resources/Civil Service Department recommends Commissioners Court approve the programs and services outlined in Attachment A.

Recommended by: Mattye Mauldin-Taylor, Ph.D.
Dallas County Human Resources/Civil Service
Reduction in Force Services and Information

Goal
The Dallas County Human Resources/Civil Service Department is committed to providing immediate assistance to those employees who may lose their positions due to budget reductions. Our objectives are to:

- Provide assistance in locating other positions in Dallas County;
- Provide job search services to assist employees in seeking other employment;
- Provide referrals to agencies that may assist in the job search; and
- Provide referrals to agencies that may assist with other needs that may occur during this time, such as emotional or financial.

Providers
A team of employees from the Human Resources/Civil Service Department will coordinate all activities related to the reduction in force. Each employee assigned to the team has specific knowledge and experience in similar situations. All calls, questions, and requests for assistance will be coordinated by this team. Impacted employees should immediately call the Employee Resource Team.

Strategy
The Employee Resource Team will provide the following services:

Informational Meetings
The Employee Resource Team will conduct three informational meetings. Specialists from various areas will brief information regarding leave benefits, final payouts, health insurance and related issues, unemployment compensation and retirement.

Job Search Services Program
The Job Search Services Program will be offered by the Texas Workforce Commission, All Temps 1 Personnel Services, and Internet job search websites, providing a wide array of services and resources to assist employees with placement services. The Employee Resource Team will work with employees to assess their individual needs and evaluate their options.

Workshops
The Employment Division will conduct three workshops that will help individuals identify their skills, complete applications and develop effective resumes and cover letters. Tips for successful interviews will also be provided during the workshops.

RIF Transition Pool
The Employment Division will maintain a list of employees who will be laid off. This transition pool will help match an employee's skills with job opportunities within Dallas County and opportunities available through the job search services. Each employee on the list can complete a County Employment Application and, as openings become available, hiring departments will receive applications of qualified candidates from the pool for consideration.

Ancillary Services
Credit Consumer Counseling Service (CCCS)
Employees will also receive information from CCCS, an organization with financial professionals who can equip individuals with the knowledge needed to make sound credit decisions.
June 26, 2003

To: Members of the Commissioners Court

From: Mattye Mauldin Taylor, Ph.D.
Director of Human Resources/Civil Service

Subject: Civil Service Status of Deputy Constables

**Background**
The Human Resources/Civil Service Department requested from the Civil Service Commission clarification on the civil service status of deputy constables. Specifically, are they at-will employees. The Civil Service Commission then requested a review of the issue by the Civil Section of the District Attorney’s Office and outside counsel, Marc Richman. After reviewing the information on June 26, 2003, the clarification issued by the Civil Service Commission was that deputy constables are at-will employees.

**Impact on Operations**
This decision by the Civil Service Commission clarifies the employee status of deputy constables in Dallas County.

**Financial Impact**
Implementation of this decision will not require additional financial resources.

**Legal Review**
The Civil Service Commission reviewed this issue with the Civil Section of the District Attorney’s Office and outside counsel.

**Recommendation**
The Human Resources/Civil Service Department recommends Commissioner Court approve the decision of the Civil Service Commission that clarifies the employment status of deputy constables as at-will employees and that, if required, all applicable policies and procedures be updated to reflect this decision.

Recommended by: Mattye Mauldin Taylor

CC: All Dallas County Constables

509 Main Street, Room 101
Dallas, Texas
Equal Opportunity Employer 214.653.7638
June 23, 2003

To: Commissioners Court

Through: Dan Savage, Assistant Administrator for Operations

From: Chris Thompson, Director, Communications & Central Services

Subject: Survey of Wireless Rates

Background of Issue
The County's current wireless provider is AT&T Wireless. These services are procured through a state contract. Schlumberger reviewed the rates of a number of other providers to determine (1) if our current rates were the best available and (2) if better rates were available, could these be obtained through the state contract or should Dallas County bid its own services. The rates of a number of major carriers were reviewed to include those on the State contract and some that were not.

This briefing presents the findings of the review.

Impact on Operations
The County has approximately 500 cell phones. A change in wireless providers would require a change in all the telephone numbers. The impact of such a change could range from minor to significant depending upon the number of agencies which contact County cell phone users. Number portability for cellular phones has been debated for some time and recent FCC rulings have set a required availability date of November 24th of this year. Once implemented, a change in provider could occur without changing numbers. As new subscriber fees will probably apply, this option would be weighed when it becomes available.

Financial Consideration
Attachment 1 compares the plans of the three most cost effective providers surveyed. These are AT&T Wireless, Sprint and Verizon Wireless. The results are summarized below. Each of these are based on recent utilization data.

<table>
<thead>
<tr>
<th>Provider</th>
<th>Monthly Recurring</th>
<th>Long Distance, Roaming &amp; Fees</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT&amp;T</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current</td>
<td>$15,344.12</td>
<td>$3,217.84</td>
<td>$18,561.96</td>
</tr>
<tr>
<td>Option 1</td>
<td>$13,424.72</td>
<td>$341.13</td>
<td>$13,765.85</td>
</tr>
<tr>
<td>Option 2</td>
<td>$14,970.22</td>
<td>$341.13</td>
<td>$15,311.35</td>
</tr>
<tr>
<td>Sprint</td>
<td>$16,885.50</td>
<td>$50.00</td>
<td>$16,935.50</td>
</tr>
<tr>
<td>Verizon</td>
<td>$13,707.01</td>
<td>$50.00</td>
<td>$13,757.01</td>
</tr>
</tbody>
</table>
AT&T options 1 and 2 use newly available rates. Option 1 consists of four basic categories—fixed rate, pooled, unlimited local and high volume users. The fixed plan is $9.99 a month plus $0.11 per minute. This is for low to middle volume users and would apply to the majority of the County’s phones. The pooled category is for mid level users. This plan is $50.00 per month and all users in this category would share a total of 33,000 minutes with additional minutes costing $0.10. The third class is the unlimited local plan ($69.50) and the last class is composed of three plans which provided complete long distance and roaming coverage. As most plans carry additional charges for long distance (i.e., outside coverage areas) and roaming and per minute charges apply, the total monthly cost is very dependent upon utilization.

Option 2 for AT&T uses another pooled option which provides less minutes at a lower cost ($34.99) but includes low, mid-range and unlimited local users in order to increase pooled minutes. It uses the same long distance and roaming plans as the option 1. Overall, it is less utilization dependent but somewhat costly than option 1.

The Sprint offering uses three different pooled plans ($30, $45 and $60) to maximize minutes and reduce long distance and roaming. This is the most expensive of all options.

The Verizon proposal places the majority of phones in a regional pooled plan with those phones with greater long distance and roaming requirements in a national pooled plan. Both plans are $29.05 per month; however, the second has fewer minutes but better coverage. Current emergency use only phones are all placed on a low usage plan. This is less utilization dependent than the cheapest AT&T plan and could be slightly less each month depending upon actual utilization.

Attachment 2 reflects transition costs. As AT&T is the current provider, there are no transition costs. Verizon is offering free equipment and adapters. There are charges for belt clips and carrying cases and, as such, minimal transition costs can be anticipated. With Sprint, there would be equipment, accessory and set-up charges.

The new plans from AT&T (option 1) and plans available from Verizon produce costs which are virtually the same. In comparison to current plans, savings could amount to as much as $4,700 a month. Actual savings will depend upon utilization but could amount to $40,000 to $50,000 annually.

Recommendations
Schlumberger and Communications & Central Services recommend:

1. Stay with AT&T (using option 1).

2. When number portability is available, compare the actual costs experienced with AT&T with those available from Verizon to determine if AT&T is actually the cheapest. If not, reevaluate changing wireless provider.

3. Continue to monitor utilization. If there is a significant increase in utilization which causes AT&T costs to exceed those projected, reevaluate changing wireless providers.

These recommendations were coordinated with the Purchasing Agent.

CT/sh

cc: Phillip Vasquez, Purchasing Agent
# Dallas County Cell Phone Summary

**Legend:**
- **AT** Any time minutes
- **M2M** Mobile to Mobile
- **Roam** Roaming
- **AM** Additional Minutes
- **LD** Long Distance

## Dallas County Current Cell Phone Plan

<table>
<thead>
<tr>
<th>AT&amp;T</th>
<th>Users</th>
<th>Plan Cost</th>
<th>Monthly Cost</th>
<th>Minutes</th>
<th>Night and Weekend</th>
<th>Shared Minutes</th>
<th>Additional Cost by min</th>
<th>Calling Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>G6</td>
<td>19</td>
<td>$5.10 MRC</td>
<td>$96.90</td>
<td>0</td>
<td>Unlimited</td>
<td>0</td>
<td>AM = .60</td>
<td>DFW and other parts of Texas and Oklahoma Additional Minutes = .60 per/min for all calls</td>
</tr>
<tr>
<td>Digital Advantage</td>
<td>35</td>
<td>$16.99 MRC</td>
<td>$594.70</td>
<td>AT = 69</td>
<td>Unlimited</td>
<td>0</td>
<td>Roam = .60</td>
<td>DFW and other parts of Texas and Oklahoma Roaming = .60 per/min if calling from outside home calling area Long Distance = .15 per/min if calling from outside home calling area Additional Minutes = .25 per/min if over plan minutes</td>
</tr>
<tr>
<td>Digital Advantage</td>
<td>287</td>
<td>$25.49 MRC</td>
<td>$7,316.06</td>
<td>AT = 287</td>
<td>Unlimited</td>
<td>0</td>
<td>Roam = .60</td>
<td>DFW and other parts of Texas and Oklahoma Roaming = .60 per/min if calling from outside home calling area Long Distance = .15 per/min if calling from outside home calling area Additional Minutes = .40 per/min if over plan minutes</td>
</tr>
<tr>
<td>Digital Advantage</td>
<td>30</td>
<td>$33.99 MRC</td>
<td>$1019.75</td>
<td>AT = 460</td>
<td>Unlimited</td>
<td>0</td>
<td>Roam = .60</td>
<td>DFW and other parts of Texas and Oklahoma Roaming = .60 per/min if calling from outside home calling Long Distance = .15 per/min if calling from outside home calling area Additional Minutes = .40 per/min if over plan minutes</td>
</tr>
<tr>
<td>Digital Advantage</td>
<td>36</td>
<td>$42.49 MRC</td>
<td>$1529.69</td>
<td>AT = 690</td>
<td>Unlimited</td>
<td>0</td>
<td>Roam = .60</td>
<td>DFW and other parts of Texas and Oklahoma Roaming = .60 per/min if calling from outside home calling Long Distance = .15 per/min if calling outside</td>
</tr>
<tr>
<td>Plan</td>
<td>Users</td>
<td>Plan Cost (List Price)</td>
<td>Monthly Cost</td>
<td>Minutes</td>
<td>Night and Weekend</td>
<td>Shared Minutes</td>
<td>Additional Cost by min</td>
<td></td>
</tr>
<tr>
<td>-----------------------</td>
<td>-------</td>
<td>------------------------</td>
<td>--------------</td>
<td>---------</td>
<td>-------------------</td>
<td>----------------</td>
<td>------------------------</td>
<td></td>
</tr>
<tr>
<td>Flat Rate</td>
<td>362</td>
<td>$9.99 MRC + 363 min at $.11/per min</td>
<td>$7,117.24</td>
<td>363</td>
<td>Unlimited</td>
<td>0</td>
<td>LD = .20 Roam = .69 AM = .11</td>
<td></td>
</tr>
<tr>
<td>National Pooled Plan</td>
<td>66</td>
<td>$50.00 MRC + 2,765 overage mins x</td>
<td>$3,040.03</td>
<td>AT = 500 M2M = 500</td>
<td>Unlimited</td>
<td>AT = 33,000 M2M = 0</td>
<td>Roam = .69 AM = .10</td>
<td></td>
</tr>
</tbody>
</table>

**Alternate Cell Phone Plans for Dallas County**

<table>
<thead>
<tr>
<th>AT&amp;T Plan</th>
<th>Non-Pooled Users</th>
<th>Monthly Total: $13,765.85</th>
<th>Plan Cost: $19,244.72</th>
<th>Estimated Additional Cost: $341.13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flat Rate</td>
<td>362</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>National Pooled Plan</td>
<td>66</td>
<td>$50.00 MRC + 2,765 overage mins x</td>
<td>$3,040.03</td>
<td>AT = 500 M2M = 500</td>
</tr>
<tr>
<td>Plan Model</td>
<td>Users</td>
<td>Plan Cost (List Price)</td>
<td>Monthly Cost</td>
<td>Minutes</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-------</td>
<td>------------------------</td>
<td>--------------</td>
<td>---------</td>
</tr>
<tr>
<td>AT&amp;T</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Government Unlimited</td>
<td>35</td>
<td>$69.50 MRC</td>
<td>$2,067.63</td>
<td>Unlimited</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Digital One Rate Plan</td>
<td>18</td>
<td>14 users @ $59.99</td>
<td>$1199.82</td>
<td>M2M = 500</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 users @ $79.99</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 users @ $119.99</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pool Plan 300</td>
<td>463</td>
<td>$34.99 MRC</td>
<td>$13,770.4</td>
<td>AT = 300 M2M = 250</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Digital One Rate Plan</td>
<td>18</td>
<td>14 users @ $59.99</td>
<td>$1199.82</td>
<td>AT = Unlimited M2M = 500</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 users @ $79.99</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 users @ $119.99</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sprint</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Free &amp; Clear 300</td>
<td>327</td>
<td>$30 MRC</td>
<td>$8,338.50</td>
<td>Unlimited</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Free &amp; Clear 400</td>
<td>60</td>
<td>$45 MRC</td>
<td>$2,805</td>
<td>Unlimited</td>
</tr>
</tbody>
</table>

Attachment 1
<table>
<thead>
<tr>
<th>Plan</th>
<th>Users</th>
<th>Plan Cost (List Price)</th>
<th>Monthly Cost</th>
<th>Minutes</th>
<th>Night and Weekend</th>
<th>Additional Cost by min</th>
<th>Long Distance</th>
<th>Additional Minutes</th>
<th>Cost</th>
<th>Calling Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Free &amp; Clear 800</td>
<td>96</td>
<td>$60 MRC</td>
<td>$5,712</td>
<td>Anytime</td>
<td>Unlimited</td>
<td>AT = 76,800</td>
<td>Roam = .39</td>
<td>In State - .69 Out of State - AM = .40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Verizon Wireless</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>Calling Area - Sprint nationwide coverage area</td>
</tr>
<tr>
<td>TX Digital 29.05</td>
<td>453</td>
<td>$29.05 MRC</td>
<td>$13,159.65</td>
<td>AT = 400</td>
<td>Unlimited</td>
<td>AT = 181,200</td>
<td>Roam = .69</td>
<td>AM = .45</td>
<td>$0</td>
<td>Calling Area - Texas and part of Louisiana</td>
</tr>
<tr>
<td>America's Choice 29.05</td>
<td>11</td>
<td>$29.05 MRC</td>
<td>$319.55</td>
<td>AT = 300</td>
<td>Unlimited</td>
<td>AT = 3,300</td>
<td>Roam = .69</td>
<td>AM = .45</td>
<td>$0</td>
<td>Calling Area - Verizon nationwide coverage area</td>
</tr>
<tr>
<td>Low Usage Plan</td>
<td>19</td>
<td>$11.99 MRC</td>
<td>$227.81</td>
<td>AT = 0</td>
<td></td>
<td>0</td>
<td>AM = .25</td>
<td>Roam = .69</td>
<td>$0</td>
<td>Calling Area - Verizon nationwide coverage area</td>
</tr>
</tbody>
</table>
## Transition Cost

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Total Cost</th>
<th>Phones Cost</th>
<th>Accessories Cost</th>
<th>Activation</th>
<th>Transition Plan</th>
</tr>
</thead>
</table>
| Verizon       | $0         | Four Free Phones:  
- Motorola 120e  
- LG VX2000  
- Audiovox CDM8300  
- Kyocera 2235 | Headsets - Free  
Car power adapters - Free  
Belt Clips - $15 - $19 | $0          | Will dedicate a minimum of three employees to assist with transition for a minimum of three business days.  
This process would include all responsible needed to make a smooth transition of equipment and services. |
| ATT           | $0         | Free        | Free             | $0         | Phones would be moved to new plans seamlessly. |
| Sprint        | $22,440    | Three Free Phone:  
- Audiovox 9155  
- LG 1200  
- Nokia 3585 i  
Other Phones $30 - $100 | Headsets - $15 - $30  
Car Power Adapter - $25  
Belt Clips - $15  
Total for headsets and Power adapters = $19,320 | $20 Setup charge for each line using share minutes 156 Lines = $3,120 | Phones can be delivered directly to user addresses.  
Users will enter an activation to begin using the phone. |
TO: Commissioners Court
FROM: David Childs
DATE: June 23, 2003

TOPIC: Approval of Contracts for Property Tax Collection for The Cities of Addison and Carrollton

Background
After several months of meetings and discussions, the City of Addison approved an inter-local contract for the County to collect their property taxes with the passage of City Council Resolution #R03-039 on March 25, 2003. The City of Carrollton did the same with City Council Resolution #2687 on April 15, 2003.

Fiscal Impact
Per the contract, based on 6,295 accounts on the Appraisal Roll, at $1.15 per account, the City of Addison will pay $7,239 this year. The City of Carrollton will pay $63,445, based on 16,636 Dallas County accounts at $1.15 per account and 20,611 Denton and Collin County accounts at $2.15 per account.

This comes to a total of $70,684 this year in collection fees from the two contracts.

Legal Impact
Both entities have signed the standard Tax Collection consolidation inter-local contract that the County has utilized for the past twelve years.

Both contracts have been signed by City of Addison and City of Carrollton Officials. They will also require the signature of the County Judge.

Recommendation
It is recommended that the Dallas County Commissioners Court approve the contracts between Dallas County and the Cities of Addison and Carrollton, and authorize the County Judge to sign all necessary documents on behalf of Dallas County.
STATE OF TEXAS

COUNTY OF DALLAS

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

WHEREAS, the Dallas County Commissioners Court has worked with the Dallas County Tax Assessor/Collector, David Childs to implement various improvements to the County's Tax collection operations; and

WHEREAS, as part of such enhancement, the Commissioners Court agreed with the Tax Assessor/Collector, that the fee charged to the various taxing units, for tax collection services should be increased from $1.00 to $1.15 per account; and

WHEREAS, the Tax Assessor/Collector has notified all of the taxing units that utilize the County's tax collection service of the required fee increase.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court does approve the attached contract for Property Tax Assessment and Collection Services between Dallas County and the:

City of Carrollton
Town of Addison

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Dallas County Judge is authorized to sign such contracts on behalf of Dallas County.

DONE IN OPEN COURT this the ______ day of ____________________________, 2003.

__________________________________________
Margaret Keliher, County Judge

__________________________________________  ____________________________________________
Jim Jackson, District #1  John Wiley Price, District #3

__________________________________________  ____________________________________________
Mike Cantrell, District #2  Kenneth A. Mayfield, District #4

RECOMMENDED BY: ____________________________
CONTRACT FOR PROPERTY TAX ASSESSMENT
and
COLLECTION SERVICES

THE STATE OF TEXAS

COUNTY OF DALLAS

On this the 7th day of May, 2003, Dallas County, Texas, hereinafter called County, and the City of Carrollton, Texas, hereinafter called Taxing Unit, enter into the following Agreement:

WITNESSETH

WHEREAS, the City of Carrollton, Texas desires the assessment and collection of property taxes for the city to be handled by the Tax Assessor-Collector of the County of Dallas; and

WHEREAS, the parties enter into this Interlocal Cooperative Contract (Agreement) in order to eliminate duplication of the costs of assessment and collection of taxes and associated administrative functions to increase governmental efficiency; and

Tax Consolidation Contract
City of Carrollton
May 2003
WHEREAS, the parties enter into this Agreement pursuant to the authority granted by Sections 6.23, 6.24, 6.29, and 6.30, Texas Property Tax Code, and Texas Government Code, Section 791.001 et. seq., known as the Interlocal Cooperation Act;

NOW THEREFORE, in consideration of the premises and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to secure the services of the County to assess, bill and collect ad valorem property taxes for the Taxing Unit and to perform related governmental and administrative functions and services.

SECTION II: TERM

This Agreement shall continue in full force and effect from year to year until such time as either party hereto, by written notice to the other, may terminate the same; such termination to be effective only if such written notice is provided to the other party on or before April 1 of the year in which the party intends for the Agreement to terminate. Such termination shall be effective September 30 following such notice. Notwithstanding the foregoing, this Agreement is subject to the Taxing Unit's annual appropriation of funds to pay for the costs of the services of the County described herein; in any year of this Agreement, in the event the Taxing Unit does not so
appropriate funds to pay for such costs, this Agreement shall end on September 30 of the year in which such non-appropriation occurs.

SECTION III: DESCRIPTION OF SERVICES

The Taxing Unit hereby authorizes and designates the Dallas County Tax Assessor-Collector as the Tax Assessor and Collector for the Taxing Unit.

The Taxing Unit hereby specifically authorizes and designates Dallas County, Texas, its employees and officers to perform any and all acts which the County, its employees and officers determine necessary and proper in the best interest of the Taxing Unit in order to accomplish the services hereby agreed to be performed by the County.

The County through the Dallas County Tax Assessor-Collector, hereby agrees to provide the following ad valorem tax related services:

1. Prior to July 31 of each tax year compute the effective tax rate in accordance with the Texas Property Tax Code;

2. Establish the tax roll based on property values and exemptions certified by the Dallas Central Appraisal District; and, based on the tax rate, exemptions, and discounts authorized by the Taxing Unit;

3. Prepare and mail all statutorily required current and delinquent tax statements for all Taxing Unit tax accounts and process updated tax roll information received from the Dallas Central Appraisal District;

4. Receive and deposit payment of taxes on behalf of the Taxing Unit;

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5. Disburse tax monies to the Taxing Unit daily based on prior day tax postings. Payments received on accounts for less than the total amount owed will be posted to the entities on a pro rata basis. In addition, the County will disburse the Taxing Unit’s pro rata share of interest earned during any month on the investment of collected balances no later than the 10th business day after month end in such account of accounts as determined by the Taxing Unit;

6. Approve and refund overpayment or erroneous payment of taxes for the Taxing Unit’s governing body pursuant to Texas Property Tax Code Annotated, Sections 31.11 and 31.12, from available current tax collections or from funds appropriated by the Taxing Unit for making refunds;

7. Approve waiver of penalty and interest for a delinquent tax owed to the Taxing Unit strictly in accordance with Texas Property Tax Code, Section 33.011;

8. Prepare and issue Tax Certificates in accordance with Texas Property Tax Code, Section 31.08;

9. Prepare and submit reports as required, pursuant to Texas Property Tax Code, Section 31.10, to the Taxing Unit, accounting for all taxes collected or delinquent. The County further agrees to prepare and/or provide information and reports for state agencies, auditors and other interested parties that have been designated by the Taxing Unit or required by law regarding the assessment, collection, and disbursement of ad valorem taxes;

Tax Consolidation Contract
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10. Services requested by Taxing Unit, other than those listed, may result in additional costs to be paid by the Taxing Unit to County. Prior to performing such additional services, a letter of agreement between the Parties setting forth the amount of the charges must be executed. Any charges in excess of $50,000 for additional service shall require amendment to this Agreement;

11. The County will retain a law firm to represent itself and the Taxing Unit for the collection of delinquent taxes. The Taxing Unit may utilize a firm different than the one selected by the County and retain another firm to represent its interest in delinquent tax collections. Should the Taxing Unit select a different firm than the County, it agrees to pay the County any and all additional costs the County may incur by administering additional tax collection law firms. Such additional costs shall be determined by the County and added to the rate charged per tax account as allowed by Section VII of this agreement.

To the extent permitted by law, the County in connection with any suit to recover the Taxing Unit's taxes has the right to sue in its own name for the use and benefit of the Taxing Unit or in the name of the Taxing Unit.

12. As requested, provide a monthly report on the following workload, activity and performance measures:

- Monthly collection percentage
- February mailing cut-off percentage
- July cut-off (turnover to law firm)
• Funds deposited/transferred
• Penalty and interest waived
• Telephone unit activity

13. Any open records requests for information shall be complied with in accordance with State law.

SECTION IV: EXCLUSIONS

The following duties and responsibilities of the Taxing Unit are specifically excluded from this Agreement:

1. Any obligation of the Dallas Central Appraisal District;
2. Adoption of the tax rate by the Taxing Unit and related publications;
3. Any other obligation imposed by law or other authority upon the Taxing Unit not specifically stated in this Agreement.

SECTION V: LIMITATION OF LIABILITY

County and Taxing Unit agree and acknowledge that the County’s liability to the Taxing Unit for any claims or damages relating to the subject matter of this Agreement shall not exceed the cost of mailing the Taxing Unit’s tax statements, which includes the cost of statements, processing and mailing. The County and Taxing Unit agree and acknowledge that County will not be liable for any other direct, special, incidental, or consequential damages and that the aforesaid costs of mailing constitute liquidated damages under this Agreement. Notwithstanding anything contained herein, the

Tax Consolidation Contract
City of Carrollton
May 2003
County's limitation of liability shall not extend to any claim the Taxing Unit may have hereunder with respect to a loss of public funds due to the negligence or misconduct of the County Assessor-Collector, or any other loss sustained by the Taxing unit, and which are recoverable under the County or County Assessor-Collector surety bonds.

SECTION VI: COOPERATION

The Taxing Unit agrees to transfer to the possession and control of the County, without charge, copies of all records, in the format and/or medium in which they currently exist, that are necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. Taxing unit agrees to inform County of tax rates, exemptions, governing body orders, and any other decision of the Taxing Unit that will impact ad valorem tax collection policy and/or procedures no later than the last Friday of September of each year.

The parties hereto agree to grant the other free and open access, at reasonable times and without charge, to whatever information is needed for the mutual performance of the terms of this Agreement.

All notices provided to be given under this Agreement shall be given in writing and delivered by certified mail addressed to the proper party, at the following address:

F TO COUNTY:  
Dallas County Judge  
County Administration Building  
411 Elm Street  
Dallas, Texas 75202

Tax Consolidation Contract  
City of Carrollton  
May 2003
The County Tax Assessor-Collector, in the performance of his or her duties under this Agreement, shall comply with the requirements of Vernon’s Article 8885, the Property Taxation Professional Certification Act and the Code of Ethics promulgated by the Board of Tax Professional Examiners as required by Vernon’s Article 8885.

SECTION VII: PAYMENT

The Taxing Unit hereby agrees to pay, and the County hereby agrees to accept for the services it renders pursuant to this Agreement the following:

1. The sum of $1.15 per tax account billed in Dallas County and in the Taxing Unit that is appraised and/or certified by the Dallas Central Appraisal District (DCAD).

2. The sum of $2.15 per tax account billed outside of Dallas County and in the Taxing Unit that is appraised and/or certified by the DCAD.

3. The sum of $3.15 per tax account billed outside of Dallas County and in the Taxing Unit that is not appraised and/or certified by the DCAD.
4. The sum of $2.15 per tax account billed for Public Improvement Districts (PID's) or Special Districts that are in the Taxing Unit and appraised and/or certified by the DCAD.

5. The sum of $3.15 per tax account billed outside of Dallas County for PID's or Special Districts in the Taxing Unit that are not appraised and/or certified by the DCAD.

Accounts added and billed on behalf of the Taxing Unit on supplemental tax rolls shall be similarly payable when billed by the County.

To pay for the cost of assessing and collecting taxes for the Taxing Unit, the County shall bill the Taxing Unit on March 1, 2004 and each March 1 thereafter the cost per tax account set forth above. This shall include, but not be limited to, all accounts added to the tax collection system from the certified Tax Roll received from DCAD in the prior July and accounts added through supplements through February. One hundred percent of all costs billed is due by April 1 of each year. Payment not received by April 1 shall be subject to any late payment penalty allowed under Texas law. Any errors which overstate the costs billed shall not be liable for any late payment penalty.

When collection fees are less than the aggregate collection cost incurred by the County, the County Auditor will reevaluate the per parcel collection fee. Each Taxing Unit shall be provided written notice of any change in fee prior to March 1 of any year.

If for any reason the Taxing Unit is unable to provide the County with any necessary tax rate account or related information prior to the last Friday of September of each year, the Taxing Unit

Tax Consolidation Contract
City of Carrollton
May 2003
agrees to assume the entire cost for such additional statement, processing and mailing. It is understood, however, that the Taxing Unit will be charged only a prorated amount if another Taxing Unit is included on such billing.

If the Taxing Unit requires the County to obtain an additional surety bond for the Tax Assessor-Collector, the Taxing Unit agrees to pay the premium for such bond.

In the case that the Taxing Unit's tax rate is rolled back or otherwise changed after the County begins collections for the Taxing Unit in any given year, the County will continue to act for the Taxing Unit in providing refunds to taxpayers or sending corrected billings only if the Taxing Unit, by written agreement, assumes the actual cost. This cost shall be the actual cost of providing those extra services required by the rollback or change in the tax rate and such cost shall be paid in the same manner as herein above established. The Taxing Unit will be charged only a prorated amount if another taxing unit is included on such refunds or billings.

The County will also provide, at cost of service, any special requests from Taxing Units or requirements, such as locally mandated changes that apply only to a city or school, or special district; response to natural disasters; requests for special computer reports.

The County agrees not to provide tax assessment and collection services to other cities and school districts on terms that are more favorable than the terms of this agreement unless the County gives prior written notice of the terms of such tax assessment and collection agreement to the Taxing Unit and grant the Taxing Unit the right and option to amend the terms of this agreement to equal the more favorable terms of such other agreement.

Tax Consolidation Contract
City of Carrollton
May 2003
Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

SECTION VIII: GENERAL PROVISIONS

Terminology used in the Agreement shall be defined as interpreted by the Texas Property Tax Code.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and exclusive venue for any legal actions between the parties arising from this Agreement shall be in Dallas County, Texas.

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.

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.

In performing the services hereunder, the parties agree that the local law of the County shall apply to the procurement process of ancillary services and goods.

Tax Consolidation Contract
City of Carrollton
May 2003
SECTION IX: AMENDMENTS

Any amendments, alterations, deletions or waiver of the provisions of this Agreement shall be valid only when expressed in writing and agreed to by both parties.

APPROVED;

COUNTY OF DALLAS

Dallas County Judge

Dallas County Tax Assessor-Collector
David Childs

APPROVED AS TO FORM

John Dahill
Assistant District Attorney

CITY OF CARROLLTON

City Manager
Leonard Martin

Dated: 5/17/03

Tax Consolidation Contract
City of Carrollton
May 2003
CONTRACT FOR PROPERTY TAX ASSESSMENT
and
COLLECTION SERVICES

THE STATE OF TEXAS

COUNTY OF DALLAS

On this the ______ day of __________________ , 2003, Dallas County, Texas, hereinafter called “County,” and the Town of Addison, Texas, hereinafter called “Taxing Unit,” enter into the following Agreement:

WITNESSETH

WHEREAS, the parties to this agreement desire the assessment and collection of property taxes for the Town of Addison to be handled by the Tax Assessor-Collector of the County of Dallas; and

WHEREAS, the parties enter into this Interlocal Cooperative Contract (“Agreement”) in order to eliminate duplication of the costs of assessment and collection of taxes and associated administrative functions to increase governmental efficiency; and

Tax Consolidation Contract
Town of Addison
WHEREAS, the parties enter into this Agreement pursuant to the authority granted by Sections 6.23, 6.24, 6.29, and 6.30, Texas Property Tax Code, and Texas Government Code, Section 791.001 et. seq., known as the Interlocal Cooperation Act;

NOW THEREFORE, in consideration of the premises and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to secure the services of the County to assess, bill and collect ad valorem property taxes for the Taxing Unit and to perform related governmental and administrative functions and services.

SECTION II: TERM

This Agreement shall continue in full force and effect from year to year until such time as either party hereto, by written notice to the other, may terminate the same; such termination to be effective only if such written notice is provided to the other party on or before April 1 of the year in which the party intends for the Agreement to terminate. Such termination shall be effective September 30 following such notice. Notwithstanding the foregoing, this Agreement is subject to the Taxing Unit's annual appropriation of funds to pay for the costs of the services of the County described herein; in any year of this Agreement, in the event the Taxing Unit does not so appropriate funds to pay for
such costs, this Agreement shall end on September 30 of the year in which such non-appropriation occurs.

SECTION III: DESCRIPTION OF SERVICES

The Taxing Unit hereby authorizes and designates the Dallas County Tax Assessor-Collector as the Tax Assessor and Collector for the Taxing Unit.

The Taxing Unit hereby specifically authorizes and designates Dallas County, its employees and officers to perform any and all acts which the County, its employees and officers determine necessary and proper in the best interest of the Taxing Unit in order to accomplish the services hereby agreed to be performed by the County. The services of the County provided and performed hereunder and in connection with this Agreement shall be provided and performed in accordance with all applicable governmental laws, rules, regulations, standards, and policies.

The County, through the Dallas County Tax Assessor-Collector, hereby agrees to provide the following ad valorem tax related services:

1. Prior to July 31 of each tax year compute the effective tax rate in accordance with the Texas Property Tax Code;
2. Establish the tax roll based on property values and exemptions certified by the Dallas Central Appraisal District; and, based on the tax rate, exemptions, and discounts authorized by the Taxing Unit;
3. Prepare and mail all statutorily required current and delinquent tax statements for all Taxing Unit tax accounts and process updated tax roll information received from the Dallas Tax Consolidation Contract Town of Addison
Central Appraisal District;

4. Receive and deposit payment of taxes on behalf of the Taxing Unit in such account or accounts as determined by the Taxing Unit.

5. Disburse tax monies to the Taxing Unit daily based on prior day tax postings. Payments received on accounts for less than the total amount owed will be disbursed to the Taxing Unit on a pro rata basis with other taxing entities. In addition, the County will also disburse the Taxing Unit’s pro rata share of interest earned during any month on the investment of collected balances no later than the 10th business day after month end. All such disbursements shall be paid into such account or accounts as determined by the Taxing Unit.

6. Approve and refund overpayment or erroneous payment of taxes for the Taxing Unit’s governing body pursuant to Texas Property Tax Code Annotated, Sections 31.11 and 31.12, from available current tax collections or from funds appropriated by the Taxing Unit for making refunds (County agrees to provide Taxing Unit with all information regarding processed refunds upon request);

7. Approve waiver of penalty and interest for a delinquent tax owed to the Taxing Unit strictly in accordance with Texas Property Tax Code, Section 33.011;

8. Prepare and issue Tax Certificates in accordance with Texas Property Tax Code, Section 31.08;

9. Prepare and submit reports as required, pursuant to Texas Property Tax Code, Section 31.10, to the Taxing Unit, accounting for all taxes collected or delinquent. The County further agrees to prepare and/or provide information and reports for state agencies, auditors
and other interested parties that have been designated by the Taxing Unit or required by law regarding the assessment, collection, and disbursement of ad valorem taxes;

10. Services requested by Taxing Unit, other than those listed, may result in additional costs to be paid by the Taxing Unit to County. Prior to performing such additional services, a letter of agreement between the Parties setting forth the amount of the charges must be executed.

11. If the Taxing Unit does not retain legal counsel of its own choosing to represent the Taxing Unit in the collection of delinquent taxes as set forth below, the County will retain a law firm to represent itself and the Taxing Unit for the collection of delinquent taxes. The Taxing Unit may utilize a firm different than the one selected by the County and retain another firm to represent its interest in delinquent tax collections. Should the Taxing Unit select a different firm than the County, it agrees to pay the County any and all additional costs the County may incur by administering additional tax collection law firms. Such additional costs shall be determined by the County and added to the rate charged per tax account as allowed by Section VII of this agreement after Taxing Unit is notified of such costs and provided with supporting documentation. Written authorization by the Taxing Unit will be required if such additional costs are expected to exceed $1000 annually. To the extent permitted by law, the County in connection with any suit to recover the Taxing Unit’s taxes has the right to sue in its own name for the use and benefit of the Taxing Unit or in the name of the Taxing Unit.

12. As requested, provide a monthly report on the following workload, activity and

Tax Consolidation Contract
Town of Addison
performance measures:

- Monthly collection percentage
- February mailing cut-off percentage
- July cut-off (turnover to law firm)
- Funds deposited/transferred
- Penalty and interest waived
- Telephone unit activity

13. Any open records requests for information shall be complied with in accordance with State law.

SECTION IV: EXCLUSIONS

The following duties and responsibilities of the Taxing Unit are specifically excluded from this Agreement:

1. Any obligation of the Dallas Central Appraisal District;
2. Adoption of the tax rate by the Taxing Unit and related publications;
3. Any other obligation imposed by law or other authority upon the Taxing Unit not specifically stated in this Agreement.

SECTION V: LIMITATION OF LIABILITY

Except as set forth herein, County and Taxing Unit agree and acknowledge that the County’s liability to the Taxing Unit for any claims or damages relating to the subject matter of this Agreement shall not exceed the cost of mailing the Taxing Unit’s tax statements, which includes the Tax Consolidation Contract Town of Addison
cost of statements, processing and mailing. Except as set forth herein, the County and Taxing Unit agree and acknowledge that County will not be liable for any other direct, special, incidental, or consequential damages and that the aforesaid costs of mailing constitute liquidated damages under this Agreement. Notwithstanding the above and anything contained herein to the contrary, the County's limitation of liability shall not extend or apply to any claim the Taxing Unit may have hereunder with respect to a loss of public funds due to the negligence or misconduct of the County, the County Assessor-Collector, any official, officer, employee or agent of the County or the County Assessor-Collector, or any other loss sustained by the Taxing Unit. The County and County Assessor-Collector shall each provide a surety bond or bonds to fully cover the services performed hereunder in form and amount satisfactory to the Taxing Unit, and the Town of Addison, Texas shall be named as a payee or beneficiary of such bonds.

SECTION VI: COOPERATION

The Taxing Unit agrees to transfer to the possession and control of the County, without charge, copies of all records in the possession of the Taxing Unit, in the format and/or medium in which they currently exist, that are necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. Taxing unit agrees to inform County of tax rates, exemptions, governing body orders, and any other decision of the Taxing Unit that will impact ad valorem tax collection policy and/or procedures no later than the last Friday of September each year; provided, however, that if the 4th Tuesday of the month is after the last Friday of the month, Taxing Unit agrees to inform County of tax rates, exemptions, governing body orders, and any other decision of the Taxing Unit that will impact ad valorem tax collection policy and/or procedures no later than
the September 30th of said year. In the event this Agreement is terminated, County agrees to promptly transfer to the possession and control of the Taxing Unit, without charge, copies of all records in the possession of the County, in the format and/or medium in which they exist at the time of such termination, that are necessary for the Taxing Unit to perform the duties, responsibilities, and services of property tax assessment, billing, collection and administration; this obligation of the County shall survive the termination hereof.

The parties hereto agree to grant the other free and open access, at reasonable times and without charge, to whatever information is needed for the mutual performance of the terms of this Agreement.
All notices provided to be given under this Agreement shall be given in writing and delivered by certified mail addressed to the proper party, at the following address:

IF TO COUNTY:  
Dallas County Judge  
County Administration Building  
411 Elm Street  
Dallas, Texas 75202

With copies to:  
Dallas County Tax Assessor-Collector  
Records Building - 1st Floor  
Dallas, Texas 75202

IF TO TAXING UNIT:  
Town of Addison  
Department of Finance  
Attn: Bryan Langley  
P.O. Box 9010  
Addison, Texas 75001

The County Tax Assessor-Collector, in the performance of his or her duties under this Agreement, shall comply with the requirements of Vernon’s Article 8885, the Property Taxation Professional Certification Act and the Code of Ethics promulgated by the Board of Tax Professional Examiners as required by Vernon’s Article 8885.

SECTION VII: PAYMENT

The Taxing Unit hereby agrees to pay, and the County hereby agrees to accept for the services it renders pursuant to this Agreement the following:

1. The sum of $1.15 per tax account billed in Dallas County and in the Taxing Unit that is appraised and/or certified by the Dallas Central Appraisal District (DCAD).
2. The sum of $2.15 per tax account billed outside of Dallas County and in the Taxing Unit that is appraised and/or certified by the DCAD.

3. The sum of $3.15 per tax account billed outside of Dallas County and in the Taxing Unit that is not appraised and/or certified by the DCAD.

4. The sum of $2.15 per tax account billed for Public Improvement Districts (PID's) or Special Districts that are in the Taxing Unit and appraised and/or certified by the DCAD. The County will also reconcile annually the accounts included in the PID's using the procedures defined in Attachment A: Proposed Services.

5. The sum of $3.15 per tax account billed outside of Dallas County for PID's or Special Districts in the Taxing Unit that are not appraised and/or certified by the DCAD.

Accounts added and billed on behalf of the Taxing Unit on supplemental tax rolls shall be similarly payable when billed by the County.

The one time cost of converting the Taxing Unit's records will be calculated and may be paid in one payment or paid out during the first year in an amount not to exceed $15,000.

To pay for the cost of assessing and collecting taxes for the Taxing Unit, the County shall bill the Taxing Unit on March 1, 2004 and each March 1 thereafter the cost per tax account set forth above. This shall include, but not be limited to, all accounts added to the tax collection system from the certified Tax Roll received from DCAD in the prior July and accounts added through supplements through February. One hundred percent of all costs billed is due by April 1 of each year. Payment not received by April 1 shall be subject to any late payment penalty allowed under

Tax Consolidation Contract
Town of Addison
Texas law. Any errors which overstate the costs billed shall not be liable for any late payment penalty.

When collection fees are less than the aggregate collection cost incurred by the County, the County Auditor will reevaluate the per parcel collection fee. Each Taxing Unit shall be provided written notice of any change in fee prior to March 1 of any year. In the event any such change is not acceptable to the Taxing Unit, the Taxing Unit may terminate this Agreement by giving written notice of such termination to the County within 20 days after the Taxing Unit's receipt of the written notice of such change.

If for any reason the Taxing Unit is unable to provide the County with any necessary tax rate account or related information prior to the last Friday of September of each year, the Taxing Unit agrees to assume the entire cost for such additional statement, processing and mailing. It is understood, however, that the Taxing Unit will be charged only a prorated amount if another Taxing Unit is included on such billing.

If the Taxing Unit requires the County to obtain an additional surety bond for the Tax Assessor-Collector, the Taxing Unit agrees to pay the premium for such bond. In the case that the Taxing Unit's tax rate is rolled back or otherwise changed after the County begins collections for the Taxing Unit in any given year, the County will continue to act for the Taxing Unit in providing refunds to taxpayers or sending corrected billings only if the Taxing Unit, by written agreement, assumes the actual cost. This cost shall be the actual cost of providing those extra services required by the rollback or change in the tax rate and such cost shall be paid in the same manner as herein above established. The Taxing Unit will be charged only a prorated amount if another taxing unit is

Tax Consolidation Contract
Town of Addison
included on such refunds or billings.

The County will also provide, at cost of service, any special requests from Taxing Units or requirements, such as locally mandated changes that apply only to a city or school, or special district; response to natural disasters; requests for special computer reports.

The County agrees, except for the Dallas County School Equalization, not to provide tax assessment and collection services to other cities and school districts on terms that are more favorable than the terms of this agreement unless the County gives prior written notice of the terms of such tax assessment and collection agreement to the Taxing Unit and grant the Taxing Unit the right and option to amend the terms of this agreement to equal the more favorable terms of such other agreement.

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

SECTION VIII: GENERAL PROVISIONS

Terminology used in the Agreement shall be defined as interpreted by the Texas Property Tax Code.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and exclusive venue for any legal actions between the parties arising from this Agreement shall be in Dallas County, Texas.

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:

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.

In performing the services hereunder, the parties agree that the local law of the County shall apply to the procurement process of ancillary services and goods.

SECTION IX: AMENDMENTS

Any amendments, alterations, deletions or waiver of the provisions of this Agreement shall be valid only when expressed in writing and agreed to by both parties.

APPROVED:

COUNTY OF DALLAS

Dallas County Judge

Dallas County Tax Assessor-Collector

APPROVED AS TO FORM

Assistant District Attorney

TOWN OF ADDISON

City Manager

City Secretary

City Attorney

Tax Consolidation Contract
Town of Addison
June 25, 2003

To: Commissioners’ Court

From: Virginia Porter, County Auditor

RE: Payroll Deductions for County Parking Garages- Ride Share Program

We recommend a policy change for the collection of monthly parking charges as a part of audit initiatives for improved effectiveness of compliance testing by reducing man-hour requirements.

BACKGROUND

County policy allows a reduction in the monthly parking rate for employees participating in a rideshare program. Upon receipt of the rideshare request, the Auditor’s office performs a review for rideshare eligibility including but not limited to, work sites, work shifts, addresses of all employees involved, and availability of free parking at the facility (Code Sec. 74-501 through 74-508).

The parking lot administration at the Frank Crowley Garage recently updated enrollment files and requested all rideshare drivers to re-enroll. Our review of the requests for re-enrollment revealed significant abuse. Listed riders who made the driver eligible for a discount had been terminated, moved, or otherwise discontinued the program without providing notice. It was determined that 16 employees owe in excess $6,550.00 in parking fees for periods of up to five years.

OPERATIONAL IMPACT

Currently, the monthly payroll deduction for rideshare is from the driver’s paycheck (Sec. 74-478(c)). If a share of the parking fees were deducted from the rider’s check, they would not be likely to allow someone to fraudulently use their name to receive a reduced parking rate. By making riders responsible for their share of the deduction the probability of unauthorized discounts would be reduced. In order to authorize the deductions, riders would be required to sign the form not just be listed by the drivers. Both riders and drivers would be expected to notify the auditor for enrollment and change in rider-ship.

The additional number of deductions within the payroll for the riders will have no impact on staffing due to the reduction in time required to audit the rideshare program. Auditing through the system is always more efficient than auditing through manual records. Employees involved in the program will be flagged systematically for review during the termination process to detect drivers receiving the benefit without an eligible rider.
RECOMMENDATION

We recommend a revision to policy to require both riders and drivers to request appropriate payroll deduction versus applying the full deduction to the driver's paycheck. Consideration should be given to a minimum charge of $8 per car per month for drivers currently receiving free parking. This would allow tracking rider changes not currently available.

Actions required would include:
- All rideshare forms (less than 100) will need to be resubmitted to allow the riders to authorize the new deduction.
- System updates for all participants must be processed.

If a rider does not sign the form, the full rate will be deducted from the driver's check.

Cc: Janet Ferguson
June 30, 2003

TO: The Honorable Commissioners Court

FR: Robbie Placino, Senior Buyer

SUBJECT: Contract Extension for Uniform Patches and Emblems, Bid # 2001-123-868

BACKGROUND/ISSUE

On June 19, 2001, the Commissioners Court awarded Bid# 2001-123-868 for the Purchase of Uniform Patches and Emblems to Conrad Industries d.b.a A-B Emblem. The contract was for an initial one-year period with two one-year options to extend. A-B Emblem has agreed to extend the contract for a second additional year as provided in the original contract terms and conditions. The company is in full compliance with all terms and conditions. A current insurance certificate and an updated vendor statistical report are attached.

FINANCIAL IMPACT

The estimated annual cost of this contract is $29,000.00.

RECOMMENDATION

A-B Emblem has provided good service during the two year contract. The Purchasing Department in conjunction with the Sheriffs Department recommends the extension of Bid #2001-123-868 for an additional one-year period beginning June 19, 2003 through June 18, 2004.

Should the Commissioners Court concur with the aforementioned recommendation, an Award Court Order will be scheduled for the next formal agenda.

RECOMMENDED FOR APPROVAL:

Phillip J. Vasquez, Purchasing Director

/rp

Attachments:
  Insurance Certificate
  Vendor Statistical Report (EE01)
Monday, June 02, 2003

Scott McDowell
Dallas County
Purchasing Department
509 Main Street,
6th Floor, Room 623
Dallas, TX 75202

Dear Scott,

Pursuant to our phone conversation last week regarding the Dallas County/AB Emblem purchasing contract for emblems, we are willing to hold the current prices firm for the year extension option of the contract. Solicitation # 2001-123-868. We agree to extend the SOL including all terms through 6/19/04. Please respond in writing as to your agreement of this. Thank you for your business.

Should you have any questions, please call me at (888) 438-4410 or fax me at (888) 438-4415 or email me at craig@abemblem.com.

Sincerely,

A-B Emblem

Craig Robertson
Account Executive

CR/
### Dallas County Vendor Statistical Report
Permanent Full-Time Employment (not part-time/seasonal)

**Company Name:** Conrads Trans LLC
**Address:** 291 Murray Ave, Waverly, NC 28393
**Telephone:** 801-428-4285

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<td>Food Service</td>
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<td>Leasing (Limited)</td>
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<tr>
<td>Service Workers</td>
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<td><strong>Total Male</strong></td>
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<table>
<thead>
<tr>
<th></th>
<th>White</th>
<th>Black</th>
<th>Hispanic</th>
<th>Native American</th>
<th>Asian Pacific</th>
<th>Asian Indian</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
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<tr>
<td><strong>Total Female</strong></td>
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</table>

<table>
<thead>
<tr>
<th></th>
<th>White</th>
<th>Black</th>
<th>Hispanic</th>
<th>Native American</th>
<th>Asian Pacific</th>
<th>Asian Indian</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
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**Check One:**
- Minority-Owned Firm Certification #
- Woman-Owned Firm Certification #
- Non-Minority Owned Firm

**Typed Name and Title:** Brenda Smith - Dir. Quarters
**Signature/Date:** Brenda Smith 6-18-03
**Certificate of Liability Insurance**

**Producer:**

White Insurance Agency, Inc.
P.O. Box 1310
Black Mountain NC 28711
Phone: 828-669-7912

**Insured:**

Conrad Industries, Inc. et al
A & B Embles
P.O. Box 995
Weaverville NC 28787

**Cov-erages:**

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregated limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>Form</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date (MM/DD)</th>
<th>Policy Expiration Date (MM/DD)</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Commercial General Liability</td>
<td>OP8A9480</td>
<td>10/01/02</td>
<td>10/01/03</td>
<td>each occurrence $1,000,000</td>
</tr>
<tr>
<td>X</td>
<td>Employee Benefits</td>
<td>X/500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Auto Liability</td>
<td>4304654600</td>
<td>10/10/02</td>
<td>10/10/03</td>
<td>combined single limit $1,000,000</td>
</tr>
<tr>
<td>X</td>
<td>Auto Liability</td>
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<tr>
<td>X</td>
<td>Garage Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Access Liability</td>
<td>BECBA9480</td>
<td>10/01/02</td>
<td>10/01/03</td>
<td>each occurrence $5,000,000</td>
</tr>
<tr>
<td>C</td>
<td>Workers Compensation and Employer's Liability</td>
<td>1103</td>
<td>01/01/03</td>
<td>01/01/04</td>
<td></td>
</tr>
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</table>

**Description of operations/locations/vehicles/exclusions added by endorsement/special provisions:**

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 15 days written notice to the certificate holder named in this C.E. and failure to do so shall impose no obligation or liability on any and upon the insurers, its agents or representatives.

**Representative:**

Vicki Lynn Stines
TO: The Honorable Commissioners Court
FROM: Linda Boles, Purchasing Supervisor
SUBJECT: Lighting Retrofit Project for Various County Buildings, Bid #2003-105-1349

Background/Issue
On June 16, 2003, by authorization of the Commissioners Court, solicitations were opened for the aforementioned contract. The Purchasing Department received eight (8) proposals to the solicitation request. They were as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Total Projected Value of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Electric, Inc.</td>
<td>$ 67,990.00</td>
</tr>
<tr>
<td>WT Lighting Co., Inc.</td>
<td>$ 69,522.30</td>
</tr>
<tr>
<td>Parkway Enterprises, Inc.</td>
<td>$ 77,172.00 *company has withdrawn bid</td>
</tr>
<tr>
<td>Quality Contractors, Inc.</td>
<td>$124,716.00</td>
</tr>
<tr>
<td>J.L.S. Electric, Inc.</td>
<td>$134,300.00</td>
</tr>
<tr>
<td>Azteca Enterprises, Inc.</td>
<td>$152,985.80</td>
</tr>
<tr>
<td>Groves Electric</td>
<td>$180,160.00</td>
</tr>
<tr>
<td>Bel-Ton Electric Service, Inc.</td>
<td>$256,249.00**</td>
</tr>
</tbody>
</table>

**Reflects pricing based on itemized cost/location pgs. of bid proposal.

The contract seeks the services of a professional company to perform lighting retrofit services in twelve County facilities. In addition, the project is being performed to help comply with Senate Bill 5 (Phase 2) Energy Conservation Work.

A few of the requirements of the proposal include the submission of: 5% Bidders Bond, acknowledgement/return of County Addendum #1 and 2, project timeline and M/WBE documentation. In addition but not mandatory, a pre-bid conference as held and an on-site walk through of each facility was made available to all interested bidders.

An analysis of the proposals received reflects that seven of the eight companies failed to meet some of the outlined requirements set forth. They are as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Documentation to be Submitted with Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bid Bond</td>
</tr>
<tr>
<td>Design Electric, Inc.</td>
<td>yes</td>
</tr>
<tr>
<td>WT Lighting Co., Inc.</td>
<td>yes (copies only)</td>
</tr>
<tr>
<td>Parkway Enterprises, Inc</td>
<td>no</td>
</tr>
<tr>
<td>Quality Contractors, Inc.</td>
<td>yes</td>
</tr>
<tr>
<td>J.L.S. Electric, Inc.</td>
<td>no</td>
</tr>
<tr>
<td>Azteca Enterprises, Inc.</td>
<td>yes</td>
</tr>
<tr>
<td>Groves Electric</td>
<td>yes</td>
</tr>
<tr>
<td>Bel-Ton Electric Service, Inc.</td>
<td>yes</td>
</tr>
</tbody>
</table>
Design Electric (low bidder) was the prime subcontractor for EnerShop. EnerShop was the firm that was awarded the contract for Dallas County's Energy Management Performance Project. As a result of Design Electric's familiarity with the County's energy projects and facilities, the company did not attend the Lighting retrofit pre-bid conference and/or conduct a walk through inspection of the facilities. Design Electric has verbally acknowledged that they did receive it and they monetarily acknowledged addendum #2 in their bid response. However, due to an oversight they failed to include the addendum in their bid packet submission. Addendum #2 amends the warranty section of the bid by requiring labor and material warranties and eliminating the requirement that the Contractor provide an additional 10% of each lamp and ballast installed. The bid specifications require that all work be completed within 12 weeks. In addition, staff requested that each bidder provide a project timeline, with their bid, to give staff a rough idea of how long each location will take to complete. However, Design Electric was under the impression that the timeline was to be a detailed (calendar schedule) of when, where and how long rather than a rough estimate. Consequently, due to some of the locations including County Courts, Design Electric felt that they could not provide a detailed timeline schedule without first talking with the County representative at each location and/or Courts to determine a specific timeframe.

Financial Impact
Bel-Ton Electric's proposal was the only bid submission that included all documentation submittals. The bid specifications state that the County has the right to delete any location as deemed necessary without an adjustment to the bidders original bid price. However, awarding Bid #2003-105-1349 to the Bel-Ton Electric, would require staff to greatly reduce the amount of facilities contained within the scope of work to fall within the County’s projected budget of $146,300. Based on current utility rates, the Energy Consultant has projected that Dallas County will save approximately $7,000.00 per month in utility costs by retrofitting all twelve of the facilities outlined in Bid #2003-105-1349. In addition, it is anticipated that beginning July 1, 2003 utility rates will increase by approximately 20%. The funding source for this project has been identified as follows: All areas excluding the Wilmer Community Corrections Facility will be Fund 423.0.08132.1998.0.94004 (1998 Certificate of Obligation, Building Improvements, Energy Improvements). Funding to perform the lighting retrofit at the Wilmer Community Corrections Facility would normally be paid from the State of Texas Escrow Account for this facility. However, currently there are no designated funds available in the escrow account to finance this project. As a result, staff will need to negotiate with the State to establish funds for this project prior to the start up of the work.

Recommendation
In an effort to avoid any additional delays in recognizing utility related cost savings as a result of either re-bidding the project and/or reducing facilities, staff recommends that the Commissioners Court deem Design Electric’s lack of physical submission of Addendum #2 and the project timeline as a minor technicality. In addition, it is further recommended that the Commissioners Court authorize the award of Bid #2003-105-1349 to Design Electric Inc. and allow the company to submit addendum #2 and the project timeline prior to formal award.

Should the Court concur with the aforementioned award recommendation an Award Court Order will be scheduled for the next available Formal Agenda.

Recommended for approval by:

[Signature]
Phillip J. Vasquez, Purchasing Director

C:
Dan Savage, Assistant Administrator for Operations
Abbas Kaka, Assistant Director of Engineering & Project Mgt.
Jim Barrett, Assistant Director of Facilities Mgt.
Jesse Darrett, Maintenance Manager Facilities Mgt.
# Dallas County Tabulation Sheet

**Solicitation #:** 2003-105-1349

**OPENING DATE:** 6/16/03

**Contract Effective:** upon award

**Fax #:**

<table>
<thead>
<tr>
<th>Vendor #1</th>
<th>Vendor #2</th>
<th>Vendor #3</th>
<th>Vendor #4</th>
</tr>
</thead>
<tbody>
<tr>
<td>WT Lighting Co., Inc</td>
<td>2401 Ave F</td>
<td>Parkway Enterprises, Inc</td>
<td>County Coversheet excluded</td>
</tr>
<tr>
<td>214-357-5697</td>
<td>Lubbock TX 79404</td>
<td>PO Box 270968</td>
<td>Quality Contractors, Inc</td>
</tr>
<tr>
<td>806-744-0569</td>
<td>Dallas TX 75227-0968</td>
<td>Dallas TX 75220</td>
<td>13490 T1 Blvd., Ste 110</td>
</tr>
<tr>
<td>752495866</td>
<td>Dallas TX 75243</td>
<td>Dallas TX 75243</td>
<td>Dallas TX 75243</td>
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</table>

**Federal Tax ID #:**

<table>
<thead>
<tr>
<th>Vendor #1</th>
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<th>Vendor #3</th>
<th>Vendor #4</th>
</tr>
</thead>
<tbody>
<tr>
<td>742430844</td>
<td>752322224</td>
<td>752495866</td>
<td>not provided</td>
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**Certified M/WBE/EEO1 Completed?**

<table>
<thead>
<tr>
<th>Vendor #1</th>
<th>Vendor #2</th>
<th>Vendor #3</th>
<th>Vendor #4</th>
</tr>
</thead>
<tbody>
<tr>
<td>no</td>
<td>yes</td>
<td>yes</td>
<td>no</td>
</tr>
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</table>

**Additional Bid Requirements:**

<table>
<thead>
<tr>
<th>Addendums 1 &amp; 2 Acknowledged?</th>
<th>Bid Bond Received?</th>
<th>Required timeline for jobs submitted?</th>
</tr>
</thead>
<tbody>
<tr>
<td>no copies only submitted</td>
<td>no copies only submitted</td>
<td>no copies only submitted</td>
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</tbody>
</table>

**Additional Details:**

**Description**

<table>
<thead>
<tr>
<th>DUNCANVILLE TAX OFFICE</th>
<th>1 lump sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>( Furnish &amp; install light tubes &amp; ballast as shown in scope of work, complete in place) $1,375.00</td>
<td>$1,445.85</td>
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</table>

**Description**

<table>
<thead>
<tr>
<th>GARLAND SUBCOURTHOUSE</th>
<th>1 lump sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>( Furnish &amp; install light tubes &amp; ballast as shown in scope of work, complete in place) $3,100.00</td>
<td>$2,992.50</td>
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</tbody>
</table>

**Description**

<table>
<thead>
<tr>
<th>GARLAND TAX OFFICE</th>
<th>1 lump sum</th>
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</thead>
<tbody>
<tr>
<td>( Furnish &amp; install light tubes &amp; ballast as shown in scope of work, complete in place) $1,700.00</td>
<td>$1,602.30</td>
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**Description**

<table>
<thead>
<tr>
<th>IRVING SUBCOURTHOUSE</th>
<th>1 lump sum</th>
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<tr>
<td>( Furnish &amp; install light tubes &amp; ballast as shown in scope of work, complete in place) $2,875.00</td>
<td>$2,650.20</td>
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**Description**

<table>
<thead>
<tr>
<th>IRVING TAX OFFICE</th>
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</thead>
<tbody>
<tr>
<td>( Furnish &amp; install light tubes &amp; ballast as shown in scope of work, complete in place) $2,000.00</td>
<td>$2,053.80</td>
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</table>

**Description**

<table>
<thead>
<tr>
<th>MESQUITE SUBCOURTHOUSE</th>
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<tr>
<td>( Furnish &amp; install light tubes &amp; ballast as shown in scope of work, complete in place) $4,600.00</td>
<td>$8,885.10</td>
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**Description**

<table>
<thead>
<tr>
<th>MESQUITE TAX OFFICE</th>
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</thead>
<tbody>
<tr>
<td>( Furnish &amp; install light tubes &amp; ballast as shown in scope of work, complete in place) $1,700.00</td>
<td>$1,594.95</td>
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**Description**

<table>
<thead>
<tr>
<th>RICHARDSON SUBCOURTHOUSE</th>
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<td>( Furnish &amp; install light tubes &amp; ballast as shown in scope of work, complete in place) $2,900.00</td>
<td>$2,880.15</td>
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**Description**

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<tr>
<th>RICHARDSON TAX OFFICE</th>
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<td>( Furnish &amp; install light tubes &amp; ballast as shown in scope of work, complete in place) $2,200.00</td>
<td>$1,914.15</td>
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**Description**

<table>
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<tr>
<th>SUZANNE KAYS DETENTION CENTER</th>
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</thead>
<tbody>
<tr>
<td>( Furnish &amp; install light tubes &amp; ballast as shown in scope of work, complete in place) $8,750.00</td>
<td>$9,702.00</td>
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**Description**

<table>
<thead>
<tr>
<th>SUZANNE KAYS DETENTION CENTER</th>
<th>1 lump sum</th>
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<tbody>
<tr>
<td>( Furnish &amp; install light tubes &amp; ballast as shown in scope of work, complete in place) $7,900.00</td>
<td>$7,778.40</td>
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**Specify # of hours associated w/ hiring of Sheriff Detention Officer for**

<table>
<thead>
<tr>
<th>40 hrs</th>
<th>48 hrs</th>
<th>88 hrs</th>
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</table>
**DALLAS COUNTY TABULATION SHEET**

<table>
<thead>
<tr>
<th>Solicitation #: 2003-105-1349</th>
<th>Lighting Retrofit Project for Various County Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPENING DATE: 6/16/03</td>
<td></td>
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<tr>
<td>Contract effective: upon award</td>
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<tr>
<td>Fax #</td>
<td></td>
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<tr>
<td>Federal Tax ID #</td>
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<tr>
<td>Certified M/WBE/EEO1 Completed?</td>
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<table>
<thead>
<tr>
<th>Additional bid requirements:</th>
<th>Addendum 1 &amp; 2 Acknowledged?</th>
<th>Bid Bond Received?</th>
<th>Required timeline for jobs submitted?</th>
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<tr>
<td></td>
<td>addendum1 only</td>
<td>yes</td>
<td>no</td>
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</table>

- **This Section:** __# hours @ $18.50/hr__

<table>
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<tr>
<th>Item</th>
<th>Description</th>
<th>VENDOR #1</th>
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<th>VENDOR #3</th>
<th>VENDOR #4</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tr>
<tr>
<td>1</td>
<td>11 Wilmer Community Correction Facility</td>
<td>$ 24,900.00</td>
<td>$ 21,396.90</td>
<td>$ 26,861.00</td>
<td>$ 39,484.00</td>
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<td>(furnish &amp; install light tubes &amp; ballast as shown in scope of work, complete in place)</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2</td>
<td>12 Grand Prairie Government Center</td>
<td>$ 3,250.00</td>
<td>$ 3,738.00</td>
<td>$ 3,674.00</td>
<td>$ 11,078.00</td>
</tr>
<tr>
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<td>(furnish &amp; install light tubes &amp; ballast as shown in scope of work, complete in place)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A T8 Tubes</td>
<td>$ 2.85</td>
<td>$ 3.10</td>
<td>$ 10.00</td>
<td>$ 21.10</td>
</tr>
<tr>
<td></td>
<td>B Electronic Ballast</td>
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<td>$ 30.00</td>
<td>$ 15.00</td>
<td>$ 35.00</td>
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<tr>
<td></td>
<td>C Replace Fixture Tombstone</td>
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<td>$ 4.50</td>
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<td>D Replace Fixture Lens</td>
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<td>$ 2,992.50</td>
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<td><strong>Total for Item #3 Bid</strong></td>
<td>$ 1,700.00</td>
<td>$ 1,602.30</td>
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<td><strong>Total for Item #4 Bid</strong></td>
<td>$ 2,875.00</td>
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<td><strong>Total for Item #5 Bid</strong></td>
<td>$ 2,000.00</td>
<td>$ 2,053.80</td>
<td>$ 2,591.00</td>
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<td><strong>Total for Item #6 Bid</strong></td>
<td>$ 4,600.00</td>
<td>$ 8,885.10</td>
<td>$ 4,359.00</td>
<td>$ 6,785.00</td>
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<td><strong>Total for Item #7 Bid</strong></td>
<td>$ 1,700.00</td>
<td>$ 1,584.95</td>
<td>$ 2,121.00</td>
<td>$ 3,813.00</td>
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<td><strong>Total for Item #8 Bid</strong></td>
<td>$ 2,900.00</td>
<td>$ 2,880.15</td>
<td>$ 3,571.00</td>
<td>$ 5,349.00</td>
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<td><strong>Total for Item #9 Bid</strong></td>
<td>$ 2,200.00</td>
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<td>$ 2,812.00</td>
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<td>$ 8,750.00</td>
<td>$ 9,702.00</td>
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<td>$ 32,213.00</td>
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<td><strong>Total for Item #10b Bid</strong></td>
<td>$ 8,640.00</td>
<td>$ 8,666.40</td>
<td>$ 8,959.00</td>
<td>$ 39,484.00</td>
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<td><strong>Total for Item #11 Bid</strong></td>
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<td><strong>Total for Item #12 Bid</strong></td>
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<td>$ 3,738.00</td>
<td>$ 3,874.00</td>
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<td><strong>Total Project Bid:</strong></td>
<td>$ 67,990.00</td>
<td>$ 69,622.30</td>
<td>$ 77,172.00</td>
<td>$ 124,716.00</td>
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</tbody>
</table>
### Dallas County Tabulation Sheet

#### Solicitation #: 2003-105-1349

**Lighting Retrofit Project for Various County Buildings**

**Opening Date:** 6/16/03

**Contract Effective:** upon award

**Fax #:**

**Federal Tax ID #:**

**Certified MBE/EEC Completed?**

<table>
<thead>
<tr>
<th>VENDOR #5</th>
<th>VENDOR #6</th>
<th>VENDOR #7</th>
<th>VENDOR #8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Azteca Enterprises, Inc</td>
<td>Groves Electric</td>
<td>Bel-Ton Electric Service, Inc</td>
<td>James Watson, VP</td>
</tr>
<tr>
<td>2818 Ruder St, Dallas TX 75212</td>
<td>2410 Square Place, Carrollton, TX 75234</td>
<td>2515 Southwell Rd, Dallas TX 75229</td>
<td>972-241-0005</td>
</tr>
<tr>
<td>Fred Harrell, Sr. VP</td>
<td>972-484-2717</td>
<td>972-484-2263</td>
<td>972-1492031</td>
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<tr>
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<tr>
<td>no/yes</td>
<td>yes/yes</td>
<td>yes/yes</td>
<td>yes/yes</td>
</tr>
</tbody>
</table>

#### Additional Bid Requirements:

- Addendum 1 & 2 Acknowledged?
  - yes
  - no

- Bid Bond Received?
  - yes/yes
  - yes/yes

- Required Timeline for Jobs submitted?
  - yes/yes
  - yes/yes

#### Description & Estimated Quantity

<table>
<thead>
<tr>
<th></th>
<th>DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Duncanville Tax Office</td>
<td>1 lump sum</td>
</tr>
<tr>
<td>2</td>
<td>Garland SubCourthouse</td>
<td>1 lump sum</td>
</tr>
<tr>
<td>3</td>
<td>Garland Tax Office</td>
<td>1 lump sum</td>
</tr>
<tr>
<td>4</td>
<td>Irving Subcourthouse</td>
<td>1 lump sum</td>
</tr>
<tr>
<td>5</td>
<td>Irving Tax Office</td>
<td>1 lump sum</td>
</tr>
<tr>
<td>6</td>
<td>Mesquite SubCourthouse</td>
<td>1 lump sum</td>
</tr>
<tr>
<td>7</td>
<td>Mesquite Tax Office</td>
<td>1 lump sum</td>
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<tr>
<td>8</td>
<td>Richardson SubCourthouse</td>
<td>1 lump sum</td>
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<td>9</td>
<td>Richardson Tax Office</td>
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<tr>
<td>10a</td>
<td>Suzanne Kays Detention Center - ADMIN AREA ONLY</td>
<td>1 lump sum</td>
</tr>
<tr>
<td>10b</td>
<td>Suzanne Kays Detention Center - Jail Area Only</td>
<td>1 lump sum</td>
</tr>
</tbody>
</table>

**Specify # of hours associated with hiring of Sheriff Detention Officer for**

- 84 hours

**NOTE:** Company did not submit revised Bid Proposal Pages. As a result, their price for Kays Facility is based on both the jail & admin Areas.

**Specify Additional Notes:**

- $33,412.00

**Specify Additional Notes (continued):**

- $49,500.00

**Specify Additional Notes (continued):**

- Nothing noted

**Specify Additional Notes (continued):**

- 450 hours | $8,100.00
### Cover Page Not Submitted

**Solicitation #:** 2003-106-1349  
**Lighting Retrofit Project for Various County Buildings**

**Opening Date:** 6/16/03

**Contract Effective:** Upon award

**Fax #**

**Federal Tax ID #**

**Certified MWBE/EOE Completed?**

**Addenda 1 & 2 Acknowledged?**

**Bid Bond Received?**

**Required Timeline for Jobs Submitted?**

---

**Vendor #5**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Line Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>11 Wilmer Community Correction Facility</td>
<td>$58.00</td>
<td>$40,000.00</td>
<td>$47,915.60</td>
</tr>
<tr>
<td>12 Grand Prairie Government Center</td>
<td>$50.00</td>
<td>$6,500.00</td>
<td>$9,130.80</td>
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</table>

**Vendor #6**

<table>
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<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Line Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>11 Wilmer Community Correction Facility</td>
<td>$58.00</td>
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<td>$47,915.60</td>
</tr>
<tr>
<td>12 Grand Prairie Government Center</td>
<td>$50.00</td>
<td>$6,500.00</td>
<td>$9,130.80</td>
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</table>

**Vendor #7**

<table>
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<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Line Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>11 Wilmer Community Correction Facility</td>
<td>$58.00</td>
<td>$40,000.00</td>
<td>$47,915.60</td>
</tr>
<tr>
<td>12 Grand Prairie Government Center</td>
<td>$50.00</td>
<td>$6,500.00</td>
<td>$9,130.80</td>
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</table>

**Vendor #8**

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<th>Description</th>
<th>Quantity</th>
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<tr>
<td>11 Wilmer Community Correction Facility</td>
<td>$58.00</td>
<td>$40,000.00</td>
<td>$47,915.60</td>
</tr>
<tr>
<td>12 Grand Prairie Government Center</td>
<td>$50.00</td>
<td>$6,500.00</td>
<td>$9,130.80</td>
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</table>

**Total Project Bid:**

- **Vendor #5:** $134,300.00
- **Vendor #6:** $152,986.10
- **Vendor #7:** $180,160.00
- **Vendor #8:** $250,403.00

---

**Notes:**

- As a result of company not recognizing addendum #1, pricing was not provided for these items.
- As a result of company not recognizing addendum #1, pricing was not provided for these items.

---

**Proposal Coversheet not signed**

- J.L.S. Electric Inc.
  - 929 Creek View Dr.
  - Mesquite, TX 75151
  - Jerry Smith, Owner
  - 469-276-1206

- Azteca Enterprises, Inc.
  - 2818 Ruder St.
  - Dallas, TX 75212
  - Fred Harrell, Sr. VP
  - 214-905-0612

- Groves Electric
  - 2410 Squire Place
  - Carrollton, TX 75324
  - Dallad, TX 75229
  - James Watson, VP
  - 972-241-0005

- Bel-Ton Electric Service, Inc.
  - 2515 Southwell Rd.
  - Dallas, TX 75229
  - 972-241-0025

---

**Federal Tax I.D. #**

- 449297662

---

**Certified MWBE/EOE Completed?**

- No

---

**Open Addendum #4**

- Bid Requirements:
  - Addendum 1 & 2 Acknowledged? — Yes
  - Bid Bond Received? — Yes
  - Required Timeline for Jobs Submitted? — Yes

---

**Bid Requirements**

- Bid Bond Received? — Yes

---

**Addendum #4**

- $10,908.00

---

**Bid Bond Received?**

- Yes

---

**Addendum #4**

- $87,134.00
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<tr>
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<tbody>
<tr>
<td>Officials/Managers</td>
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<td>Technicians</td>
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<tr>
<td>Sales Workers</td>
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<td>Operatives (Semi Skilled)</td>
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| TOTAL          | 55    | 10    | 38       |              |               |              |       |

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

Issued by NCTRCFA  
Typed Name and Title:  
MARK MITCHELL  
Branch Manager  
Signature/Date: 6-16-06
2. MBE/WBE PARTICIPATION REPORT

**PROJECT NUMBER**

2003-105-1319

**PROJECT TITLE**

Lighting Retrofit Project for Various Buildings

Total Amount of Your Bid $67,990

(The amount above should equal the total amount as shown on the bid sheet)

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

<table>
<thead>
<tr>
<th>Name of MBE/WBE</th>
<th>NCTRCA* Certification #</th>
<th>Phone#</th>
<th>S / M**</th>
<th>Description of Work</th>
<th>Amount</th>
<th>%</th>
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</tr>
</tbody>
</table>

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

No MBE/WBE's Added: Please Explain: All work associated with this project will be self-performed. No subcontractors will be used on this project

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

**NAME OF YOUR BUSINESS:** Design Electric

**ADDRESS:** 2650 Anderson, Dallas, TX 75220

**PHONE#** (214) 357-5697

**Printed Name Of Preparer:** Mark Mitchell

**Signature:**

**Branch Manager:** Title:  6-16-03

**Date:**  3 OF 7
July 1, 2003

To: Commissioners Court

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

Through: Dan Savage, Assistant Administrator, Operations.

Subject: Bio Safety Lab - 3 Renovation Project - Change Order #1

BACKGROUND: Tegrity Contractors was awarded the contract work for this project by Court Order 2003-624 dated April 8, 2003. The renovation work is being accomplished in an existing basement area with tight ceiling spaces.

Air handling unit AHU-L3 as designed and installed creates loud noise due to limited space in ceiling for ductwork and proper airflow. This is due to hidden unknown conditions in the existing ceiling space. Contractor has asked to relocate the unit along with piping connection, ductwork, electrical and controls. Attached, see the contractors change order for $2,500.00 for the same.

IMPACT/OPERATIONS: This change order will provide the necessary correction in the ductwork and airflow and keep the project on schedule.

LEGAL: This change order will be executed in accordance with all legal requirements.

M/WBE INFORMATION: N/A

FINANCIAL IMPACT: Funds are available for proposed Change Order No. 1 in the Bio-Terrorism Federal Grant, Fund 466.0.05590.2002.0.0.08723.

| Original Contract Price | $194,995.00 |
| Proposed Change Order #1 | $2,500.00 |
| Revised Contract Price | $197,495.00 |

RECOMMENDATION: Engineering and Project Management recommends that the Commissioners Court accept the Change Order #1 to contract with Tegrity Contractors in an amount not to exceed $2,500.00. A Court Order for this Change Order #1 will be prepared and submitted for the next Agenda.

Approved:

Dan Savage, Assistant Administrator for Operations

cc: Zachary Thompson, Health and Human Services
Title: Relocate AHU for improved air flow

Projects: Dallas County Biolab Renov.  
Architects Project Number: 02-098E

Date: 6/17/03

Description: Rotate air handling unit serving the TB Lab to improve the discharge air flow. Scope of work includes relocating the unit, reducing, electrical and controls and piping modifications necessary to achieve stable airflow in the laboratory.

Cost Breakdown:

- Mechanical (Per attached estimate) - $2500
- GC OH&P (10%) - $258

Total: $2758

Project Manager: [Signature]

P.O. Box 1688
Allen, TX 75013

972-359-9113 - Office
972-359-9132 - Fax
D&M MECHANICAL, INC.
2625 NATIONAL CIRCLE
GARLAND, TX 75041
TACLA012544E

JOB NO.

PH #: (972) 271-1225  
FAX#: (972) 278-6802

TO: TERGY CONTRACTORS  
P.O. BOX 1688  
ALLEN, TX 75013

TO:' REGRln' CONTRACTORS  
P.O. BOX 1688  
ALLEN, TX 75013

CHANGES: EVAC-CHANGE ORDER #2

TO INCLUDE:
1 DRAIN DOWN EXISTING CHILL WATER LINES AND RELOCATE TO EXISTING UNIT  
RECONNECT AND INSULATE  
$ 800.00
2 REHAIRG EXISTING AIR HANDLER AND INSTALL NEW TRANSITION TO EXISTING  
DUCTWORK  
$1,200.00
3 REINSTALL EXISING CONTROLS  
$ 300.00
4 RECONNECT EXISTING CONDENSATE DRAIN  
$ 200.00

BID EXCLUDES: TAX

This Change Order becomes part of and in conformance with the original contract

WE AGREE TO MAKE THE CHANGE(S) SPECIFIED ABOVE AT THIS PRICE  
$ 2,500.00
SALES TAX AMOUNT  
0.00
CHANGE PRICE WITH SALES TAX  
$ 2,500.00

Date

Authorized Signature (Contractor)

ACCEPTED - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

ACCEPTANCE OF CHANGE ORDER

SIGNATURE

TITLE

DATE

REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATIONS  
P.O. BOX 12157, AUSTIN, TX 78711, 1-800-803-9202, 1-512-463-6599
June 10, 2003

MEMORANDUM

TO: Commissioners Court
THROUGH: Mike Cantrell, Commissioner District 2
FROM: Donald R. Holzwarth, P.E.
Director of Public Works
SUBJECT: COLLINS ROAD MCIP PROJECT 22602
(US 80 to Tripp Road)
Contract for Consultant Engineering Services

BACKGROUND

Collins Road MCIP Project 22602 from US 80 to Tripp Road was selected in the first call for projects for the Major Capital Improvement Program and is currently funded for construction in Program Year 2005. The project is located in Road and Bridge District 2 and in the City of Sunnyvale. Public Works staff have followed County Policy and Procedures for the procurement of engineering services for design of the subject project. Nathan D. Maier Consulting Engineers, 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 engineering services is the first objective to accomplish in order to be in construction by 2005.
FINANCIAL IMPACT

Nathan D. Maier Consulting Engineers, Inc., has proposed to perform the required engineering services for an amount not to exceed $147,665.00. There is sufficient money in the MCIP Program Project to fund the contract. Funds are available in Fund 196, Code 8010, FY 2002, Project 8201 for the Collins Road Project.

MWBE INFORMATION

The Director of MWBE Affairs submitted his report with the first round of qualifications in the two step process. Nathan D. Maier Consulting Engineers, Inc., is not a certified minority firm but has presented adequate good faith efforts for consideration.

RECOMMENDATION

It is recommended that the County Judge be authorized and directed to execute the attached contract for Consultant Engineering Services with Nathan D. Maier Consulting Engineers, Inc., in the amount of $147,665.00 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:

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

Attachments (Contract with Attachments)

Cc: John Mears, P.E.
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 Nathan D Maier Consulting Engineers, Inc., (hereinafter referred to as
"CONSULTANT") with offices located at Two Northpark, 8080 Park Lane, Suite 600, Dallas, Texas
75231.

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 Collins
Road MCIP Project 22602, from US 80 to Tripp Road, hereinafter referred to as the “PROJECT”;
and

WHEREAS, pursuant to the Texas 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 of the Project; and,

WHEREAS, COUNTY and CONSULTANT have agreed upon the fair and reasonable negotiated
price for the Phase I, Preliminary Design Services, to be accomplished; and,

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With Nathan D. Maier Consulting Engineers, Inc.
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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. 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.

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, as more fully set forth in Attachment A.

I.3 PRELIMINARY DESIGN/PRELIMINARY ENGINEERING shall mean all professional engineering services required to produce the deliverables. 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.

1.4 PRIMARY/FINAL DESIGN shall mean all professional engineering services required to produce Phase I, Preliminary and complete plans satisfactory for the construction of the PROJECT, as more fully detailed in Article IV, Deliverables, and Attachment D. These include, but are not limited to mean all professional engineering services required to produce all right of way documents and plans, standard details, special specifications, contract documents, cross sections and special provisions.

1.5 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.

1.6 COUNTY shall mean the County of Dallas, State of Texas.

1.7 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.

1.8 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.

1.9 EFFECTIVE DATE shall mean the date of the signature of the last person necessary for this Contract to become effective.

1.10 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 Sunnyvale and any applicable STAKEHOLDERS.

1.11 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.

1.12 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

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With Nathan D. Maler Consulting, Engineers, Inc.
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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 Primary/Final Design and Construction Services of County Capital Improvement Collins Road Project No.22602, from US 80 to Tripp Road, Phase I.

II.2 BASIC SERVICES FOR PRIMARY/FINAL DESIGN AND CONSTRUCTION SERVICES: 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 as shown on Attachment A, Scope of Services, for the fees shown in Attachment B, Fee Calculation, including modifications to the Basic Services as mutually agreed to by COUNTY and CONSULTANT in accordance with the provisions of this Contract.

II.3 SPECIAL SERVICES: The Special Services listed in Attachment A, 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 as set forth in Attachment B.

ARTICLE III. COMPENSATION

III.1 Total Services Fee: The fee to be paid to the CONSULTANT under this contract for all Phase I services shall not exceed One Hundred Forty-seven Thousand, Six Hundred Sixty-five and no/hundredths ($147,665.00) Dollars, provided however, that modifications to the Scope of 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 fees in the total amount not to exceed One Hundred Thousand Three Hundred Twenty-five and no/hundredths ($100,325.00) 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 approved basic services fee. The remaining 10% shall be paid upon final 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.

III.3 Phase I Special Services Fee The COUNTY shall pay CONSULTANT Phase I Special Services fees in the total amount not to exceed Forty seven Thousand, Three Hundred Forty and no hundredths ($47,340.00) Dollars provided, however, that modifications to the Scope of 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. Payment for Special Services fees may be applied for 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. A sample invoice is provided in Attachment "C".

III.4 Partial payments will be authorized on a percentage of actual work completed provided proper invoices with attached documentation, as required by County's Director and the County Auditor, are submitted. The form required for invoicing is displayed as Attachment C, Sample Invoice.

III.5 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.6 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.7 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, the CONSULTANT shall submit for approval a breakdown of the major tasks of the 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 updated and submitted to the COUNTY 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 the Neighborhood Meeting 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 [a minimum of five (5)].

IV.2.3 CONSULTANT shall meet with the City 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:

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• 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. Profiles are to include left outside top of curb (T/C), right outside T/C, left median T/C and right median T/C.
• 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 50-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. 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.5 It is specifically understood and agreed that the CONSULTANT shall not authorize nor 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. 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

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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.6 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.7 All survey work shall be performed by the CONSULTANT 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.8 CONSULTANT shall also conform to the following survey requirements:

IV.8.1 Right Of Way - All work performed under this category shall conform to the requirements of Procedures and Examples Of Right Of Way Mapping, Calculation and Property Description Preparation for Contract Surveying as currently promulgated by the Texas Department of Transportation 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 present property ownership, including easements, and property line monumentation, if any.

IV.8.2 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 October 06, 1999, or the current version issued by Dallas County.

IV.8.3 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.8.4 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.

IV.8.5 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.8.6 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.8.7 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.8.8 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.8.9 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. If a situation arises which is not addressed by the written quality control procedures, CONSULTANT shall utilize additional quality control procedures.
as appropriate and consistent with 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.** Detailed in Attachment E is the regular evaluation of performance of design consultants in providing engineering services. The attached forms also provide an opportunity for the Consultant to evaluate the Dallas County performance of project management practices and procedures in Attachment F. 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 in accordance with Article IV of this Contract, and copies of electronic files 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, CAD and word processing diskettes.

**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
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 in accordance with Article IV of this Contract, and other data, design and work related to the Project shall become the property of COUNTY in accordance with Article XI.2 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 in accordance with Article IV of this Contract, and copies of electronic files 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, 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 cost.
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 (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), to the extent caused by consultant’s negligent act, error, or omission of consultant, any agent, officer, director, representative, employee, consultant or subconsultant 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 of 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, 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 the COUNTY) against any claim, demand, action or suit for which indemnification is provided in this Contract, 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 authorized to do business in the State of Texas, having a rating of A or better by A.M.Best Co. CONSULTANT will submit verification of coverage to the Dallas County Public Works Department, showing Dallas County as the certificate holder.
holder, within ten (10) days after the Effective Date of this Contract 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 One Million Five Hundred Thousand and 00/100 Dollars ($1,500,000.00) each accident for bodily injury and Five Hundred Thousand and 00/100 Dollars ($500,000.00) 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.
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) on general liability and automobile liability.

XIII.4.2.2 Provide for thirty (30) 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 and each policy shall contain a waiver of subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.

XIII.4.2.6 Professional Liability Insurance Coverage shall be on a claims made basis with a five year period subsequent to the end of the claims made period when claims may be made for occurrences within the claims made period.

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, on which County is named as an additional insured, shall be deemed primary.

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:

Mrs. Jean Maier Dean P.E., Principal
Nathan D. Maier Consulting Engineers, Inc/
Two Northpark
8080 Park Lane, Suite 600
Dallas, Texas 75031

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.1.7 The Dallas County Rights of Way Guidelines, 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) this CONTRACT; (2) the RFQ and (3) County Unified Policy for Selection of Architect/Engineers and (4) 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.

MCIP/ENGINEERING SERVICES CONTRACT
With Nathan D. Maier Consulting, Engineers, Inc.
Collins Road Project 22602

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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 Nathan D. Maier Consulting Engineers, Inc., 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:

CONSULTANT: NATHAN D. MAIER
CONSULTING ENGINEERS, INC.

Margaret Keliher
Dallas County Judge

Mrs. Jean Maier Dean P.E.,
Principal President

Approved as to Form:

Corporate Seal

Janet R. Ferguson
Chief Civil Section
Assistant District Attorney
EXHIBIT A
SCOPE OF WORK
FOR
PHASE I - PRELIMINARY DESIGN AND ENGINEERING SERVICES
COLLINS ROAD FROM US 80 TO TRIPP ROAD
PROJECT NO. 22602
FOR
DALLAS COUNTY
AND THE
TOWN OF SUNNYVALE, TEXAS

PROJECT DESCRIPTION
Collins Road from U.S. 80 to Tripp Road (3,000±) in the Town of Sunnyvale is currently a two-lane rural asphalt roadway with open bar ditches. This project will provide a four-lane divided urban concrete street with enclosed storm sewer. The intersection with Tripp Road is not included in this project. The transition from the four-lane divided section to the two-lane section will occur south of Tripp Road. Long Creek will require stream hydraulic analysis and upgrade of the existing culvert(s). The proposed street section will be 65' b-b within an 85' right-of-way.

The Town of Sunnyvale has stipulated that the right-of-way width through the project is 85' and no additional right-of-way is required. A right-of-way map will be prepared and the existing right-of-way will be verified. Drainage easements and slope easements may be required. If necessary, metes and bounds descriptions will be prepared in Phase II for the easements to be acquired. All survey data will be referenced to the Town of Sunnyvale GPS coordinate system.

Subsurface utility locations will be determined by visible surface indications (Level D) and records research (Level C). This contract does not provide for "pothole" excavation (Level B) and non-invasive (Level A) techniques.

Paving and drainage design will be controlled by the Town of Sunnyvale design standards. When the Sunnyvale standards do not address an issue, the City of Dallas design standards will be used. Design of the pavement structure will be determined by the geotechnical engineer.

The Long Creek crossing is proposed to be a multi-barrel box culvert. The culvert sizing will be determined by the stream hydraulic analysis. The headwall design will include a stone veneer facing. Stream channelization and bank protection may be required on Long Creek to reduce stream velocity and control erosion. The channelization and bank protection may extend 100-300 feet upstream and downstream of Collins Road. This work may require a Section 404 Permit from the Corps of Engineers and TCEQ 401 certification. Preparation of the 404 Permit and TCEQ certification will be included in Phase II Special Services. Long Creek is also covered by a FEMA regulatory floodplain. Phase II Special services will provide for a Conditional Letter of Map Revision...
(CLOMR) before construction and a Letter of Map Revision (LOMR) after construction. A Storm Water Pollution Prevention Plan (SWPPP) is included in the project.

Basic landscaping design will include a median irrigation system, hydromulch seeding in the median, parkway and slopes, and median trees. Other landscape services will be provided by the Town of Sunnyvale and are not part of this project. Brick pavers and/or special paving treatments are not included in this project. Street lighting conduit and pole foundations will be included. The foundation size, bolt pattern and spacing will be designated and provided by TXU Electric or the Town of Sunnyvale. Installation of the poles, lights, and wiring is not part of this project.

Dallas County and the Town of Sunnyvale have determined that environmental assessment documentation and public involvement will not be required on this project.

The Phase I project contemplated will provide for preparation of preliminary design and engineering through 60% completion of the construction plans.

Phase I – Preliminary Design and Engineering

1. Survey
   A. Right-of-Way Verification Survey
   B. Design and Topographic Survey
   C. Utility Locations

2. Schematic Design and Typical Sections

3. Preliminary Design (60% Final Design)

4. Opinion of Probable Construction Cost

WORK ITEMS

I. SURVEYING

A. Right of Way Surveying

1. Deed Research:

   The Engineer will acquire, through an abstractor, deeds for all tracts of land from which R.O.W. and easements have been or must be secured and from the tracts which abut it. A copy of the owner’s deed for each of the parent tracts of land from which each of the parcels is to be acquired will be submitted for the County and Town’s review and use.

2. Map Existing R.O.W.

   A deed map will be drawn which shows the relationship of the existing R.O.W. and the abutting tracts to each other.

3. Complete R.O.W. Map:

   Right of way maps shall be prepared and furnished to the County and Town for review prior to final submission. The Title Sheet shall be annotated and sealed by the Registered Public Surveyor in
responsible charge attesting to the precision and accuracy of the boundary survey contained therein. The Surveyor will complete the right-of-way map on reproducible sheet(s) made of Mylar (or Equal) type material, and shall be uniform in type, quality, and size.

4. Right of Way Staking:

The existing right of way line shall be staked at all angle points, PC's, PT's and parcel corners with 5/8 inch diameter x 24 inch iron rods and standard caps (found or set) along the existing right of way line and the existing highway right of way line to remain after construction. The iron rods will be driven to flush with the ground.

B. Route Surveying

1. Base Line

A base line will be established in a location relatively free from traffic for horizontal control.

2. Benchmark Loop

A series of benchmarks, sufficiently close to have two benchmarks per sheet of construction plans, will be established on U.S.G.S. Datum.

3. Cross-Sections

Existing roadway cross-sections will be obtained at minimum intervals of 100' and will extend sufficiently beyond the R.O.W. Additional cross-sections at topographic breaks and important features will be taken. A baseline will be established from which to cross-section and profile side street intersections and existing pavement. Cross-sections will also be taken upstream and downstream of drainage features.

4. Tie In Existing Features

The location and elevation of utility appurtenances, such as manholes, valve boxes and cleanouts, which are evident above ground will be tied to the job control system. When the locations of underground utilities have been determined as described in UTILITY COORDINATION(Section V), these will be tied also. The Consultant will not excavate or probe to locate underground utilities.

Subsurface utility locations will be determined by visible surface indications (Level D) and records research (Level C). This contract does not include "pothole" excavation (Level B) and non-invasive (Level A) techniques.
Utility location information provided by the Town of Sunnyvale for newly installed water and sanitary sewer lines crossing Collins Road shall be included in the survey base map.

5. Tie In Features Outside of the Proposed Roadway Alignment Which Influence Design

If a feature outside of the proposed roadway alignment is noticed which may influence the design, it will be tied to the Sunnyvale Co-ordinate System. It may be necessary to trace drainage areas and sub-drainage areas by field survey methods if suitable topographic maps are not available. It is assumed for this Scope of Work that suitable topographic maps will be available.

C. Staking Certification

Two weeks prior to termination of this contract, the center line of construction and/or control line staking and bench mark location shall be certified.

D. Surveyor's Seal

The Surveyor shall place his Surveyor's seal on all documents furnished by him to the County/Town.

II. HYDRAULIC REPORT

A. Evaluate Previous Reports

If written reports are available for any stream crossing, they will be studied for relevant information.

B. Perform Hydraulic Studies

Hydraulic analysis of Long Creek will be required.

The HEC-1 watershed model shall be developed to establish design discharges. The drainage area will be determined from existing maps (U.S.G.S., N.C.T.C.O.G., etc.). The storm runoff from the drainage area will be determined in accordance with procedures outlined in Sunnyvale's Drainage Standards and will include ultimate development in the watershed.

The HEC-2 stream hydraulic model will be developed in conformance with FEMA requirements and the hydraulic design criteria of the Town of Sunnyvale. The analyses shall be based on the ultimate development 100-year discharge as required by Sunnyvale's Drainage Standards. The required hydraulic opening under the roadway will be determined from the design storm. HEC-2 backwater analysis will be run to determine the adequacy of proposed hydraulic openings and the effect upstream.

The materials considered and computations performed will be presented in report form. Recommendations will be provided in this report.
III. PRELIMINARY DESIGN SCHEMATIC LAYOUT

A. Preliminary Alignments

Preliminary roadway alignments and profiles will be prepared. The profile will consider existing side street and driveway connections. Proposed profiles are to include left outside top of curb (T/C), right outside T/C, left median T/C, and right median T/C.

B. Design Schematic Layout

1. Route Location Studies
2. Traffic Evaluations and Projections (NCTCOG projections supplied by County/Town)
3. Develop Roadway Design Criteria
4. Preliminary Right-of-Way Requirements
5. Design Concept Conference

After the preliminary roadway profile and alignment have been established, prints will be submitted to the County and Town for their review and comments. Meetings with the County and Town staff will be scheduled as required during this process to exchange ideas regarding the preliminary alignment. Changes to the alignment will be made as needed until consensus agreement is reached.

IV. UTILITY COORDINATION

A. Draft Map for Preliminary Inquiry

A map, drafted from existing maps or information, conceptually showing the proposed roadway, will be furnished for use in contacting utility companies.

Through Dallas County and the Town of Sunnyvale, an attempt will be made to obtain as-built and/or future plans for the following facilities in the project area, including, but not limited to:

- Box Culverts, Including Hydraulic Reports
- Roadway
- Water Lines
- Sanitary Sewer Lines
- Storm Drain Lines
- Southwestern Bell Underground and/or Overhead Lines
- GTE Underground and/or Overhead Lines
- TXU Electric Underground and/or Overhead Lines
- TXU Gas Lines
- Other Utilities known to serve the Project Area
B. Plot Preliminary Locations

Information secured above will be plotted for later use in field-determining actual utility locations.

C. Plot Actual Locations

As the plans progress, more accurate drawings will be produced onto which the locations of utilities determined by field surveys may be plotted.

D. Determine Utility Locations

Utility conflicts, and the need for relocation, will become known by the time SURFACE DRAINAGE AND STORM SEWER DESIGN (Section VI) is completed. This information will be given to Dallas County and the Town of Sunnyvale for forwarding to the affected utilities.

V. PRELIMINARY HORIZONTAL AND VERTICAL ALIGNMENT

A. Geometric Design/Roadway Plan

The approved alignment, both horizontal and vertical, will be drafted on standard sheets, using accepted drafting practice. Features such as existing drives, mailboxes, trees, fences, and signs, will be shown in the plan and their types of materials noted. Known existing underground utilities will be shown in both plan and profile, with caution notes. The pavement surface drainage pattern will be shown. The location of proposed storm drains and inlets, as determined in SURFACE DRAINAGE AND STORM SEWER DESIGN (Section VI), will be shown on pavement plan sheets. Earthwork cross sections will be prepared by Consultant and will be submitted to the County and Town for final approval.

The vertical alignment will be established with the top of curb below existing ground line, where practical. Horizontal and vertical information will be complete. Consistency between plan sheets and typical cross-sections will be checked. Left turn lanes will be detailed and typical paving sections shown.

VI. PRELIMINARY SURFACE DRAINAGE AND STORM SEWER DESIGN

A. Drainage Area Map and Runoff Calculations

A drainage area map will be drawn from available contour maps. If necessary, the drainage area will be traced on the ground by a field survey, as described in SURVEYING (Section I). Inlets will be located and sub-drainage areas determined. The run-off will be calculated in accordance with Sunnyvale's Drainage Standards and shown on standard calculation plan sheets.

B. Storm Sewer Design

All final design work will be shown on calculation plan sheets. Preliminary design will be done on standard forms submitted for approval. Pipe sizes, grades, and hydraulics will be shown for Dallas County and the Town of Sunnyvale and their Town of Sunnyvale.
Sunnyvale's approval. Changes to the design will be made in accordance with review comments.

C. Plan/Profile Storm Sewer

The approved design will be drafted onto standard plan sheets. Each inlet lateral will be shown in profile.

VII. PRELIMINARY CULVERT HYDRAULICS AND DESIGN

Existing drainage structures transverse to the roadway will be studied for possible enlargement and extension. The HYDRAULIC REPORT (Section II) and drainage area map prepared in SURFACE DRAINAGE AND STORM SEWER DESIGN (Section VI) will be used to perform run-off calculations considering future development of the drainage areas. Calculations and plans will be prepared on standard sheets and presented to the County and Town for review and comments.

VIII. STREAMBANK PROTECTION

The channel velocities experienced on Long Creek may require the design of localized streambank protection. This work may extend 100-300 feet upstream and downstream of Collins Road. The design of these improvements will be coordinated with Dallas County and the Town of Sunnyval~ and will be addressed in the Hydraulic Report.

IX. PRELIMINARY TRAFFIC CONTROL PLAN

The orderly routing of traffic during construction will be of utmost concern. The staging of construction will be planned utilizing the PRELIMINARY HORIZONTAL AND VERTICAL ALIGNMENT (Section IV). Adjustments will be made, as necessary, to better accommodate traffic. Safety will at all times be a primary consideration. The TRAFFIC CONTROL PLAN will detail the location and layout of traffic control devices as outlined in the "Texas Manual on Uniform Traffic Control Devices."

X. QUANTITY TAKE-OFF AND COST ESTIMATE

A take-off and tabulation of all pay quantities will be made. Pay quantity summary will be prepared.

A cost estimate for the entire project will be prepared for Preliminary (60% plans) Design using unit costs furnished by the County and/or Town.
### EXHIBIT B
### PHASE I COMPENSATION

**Basic Services**
- Basic Engineering Design - Phase I: **100,325.00**
- Total of Basic Engineering Design - Phase I: **100,325.00**

**Special Services**
- Right of Way Survey: **16,035.00**
- Route Survey/Base Sheets: **16,485.00**
- Hydraulic Study: **11,820.00**
- Reimbursable Expenses: **3,000.00**
- Total of Special Services: **47,340.00**

**Total of Engineering Services - Phase I**: **147,665.00**
# ATTACHMENT "C"

## SAMPLE INVOICE

**ON FIRM'S LETTERHEAD**

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<thead>
<tr>
<th>ROAD NAME AND LIMITS</th>
<th>COUNTY PROJECT NUMBER</th>
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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.

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<th>SIGNATURE OF PROJECT MANAGER OR PRINCIPLE</th>
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EVALUATION OF DALLAS COUNTY

BY CONSULTING FIRM: ____________________________

DESIGN CONTRACT NO.: ____________________________
DALLAS CO. ENGINEER: ____________________________
PROJECT NAME: ____________________________
PROJECT NO.: ____________________________
PROJECT LIMITS: ____________________________

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<td>Fees are commensurate with effort of work requested</td>
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REMARKS:

DBD: dic/EvalByConsultant
DALLAS COUNTY
PERFORMANCE EVALUATION
OF
DESIGN CONSULTANTS

Contract No.: Type of Contract: Design; Engineering Services
Project No.: Other
Dallas County Project Engineer: 

Type of Evaluation: 
Interim( % complete); Final ; Termination

NAME & ADDRESS OF CONSULTANT PROJECT TITLE & LOCATION

DESCRIPTION OF PROJECT:

NAME, Address & Phone No. of Office responsible for:

SELECTION OF DESIGN CONSULTANT ADMINISTRATION OF DESIGN CONTRACT

PROJECT DATA

Type of Contract: Firm Fixed Price Other

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PROJECT TYPE:

Award Date: Negotiated Completion Date or No. of Days (including extensions)
Date: No. of Days: 
Actual Completion Date or No. of Days (including extensions)
Date: No. of Days:

Consultants Liability: None ; Undetermined ; Pending ; Settlement

OVERALL EVALUATION:
Excellent ; Above Average ; Average ; Below Average ; Poor

RECOMMENDED FOR FUTURE CONTRACTS?
Yes ; Conditionally ; No (explain Conditionally or No in remarks)
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<th>Name, Title and Office of Reviewer</th>
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Distribution:

Remarks:
### PERFORMANCE ELEMENTS

#### DESIGN SERVICES

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DALLAS COUNTY
PERFORMANCE EVALUATION
OF
DESIGN CONSULTANTS

Instructions for completing those portions of the form not considered self explanatory.

**Type of Evaluation** - An "Interim" evaluation should be given to notify the Consultant when performance is unsatisfactory.

**Type of Contract** - Check "Design" if services are for design of construction. Check "Engineering Services" if services are not directly related to construction.

**Name, Address and Phone Number of Consultant** -

Give primary action office information. Also give home office information if they become involved.

**Names, Address and Phone Number of Office Responsible for** -

In most instances this will be:
Engineering and Construction Division
Department of Public Works
Dallas County
411 Elm Street
Dallas, Texas 75202
Telephone (214) 653-7151

**Initial Fee** -

The initial fee should include the basic contract amount plus any options awarded before the time of evaluation. Do not include contract or tasks order modifications in this initial fee amount.

**Contract Modifications** -

Include all additional work not negotiated at the time of the contract or task order award.

**Negotiated/Actual Contract-Completion Date (Or Number of Days)** -

Report either the completion date or number of days, not both, and include extensions. Number of days is the total period negotiated for performance of the work and does not include County's review time, County-caused delays, or planned design stop periods.
Consultant's Liability -

Indicate status of liability at time of completing the form. Check "NONE" if there are no known deficiencies, or if there are and a decision has been made not to take action. Check "UNDETERMINED" if there are deficiencies, and a determination on liability has not been made. Discuss in the remarks. Check "PENDING" if it has been determined that action will be taken to recover damages from the Consultant and enter the amount of damages. Check "SETTLEMENT" if a liability case(s) against the Consultant has been settled and enter amount recovered. "UNDETERMINED", "PENDING", and "SETTLEMENT" may be concurrently marked.

Overall Rating -

The overall rating shall be determined through an assessment of ratings of the performance elements and any other significant factors not covered by the performance elements. There is no fixed mathematical formula to relate the ratings of performance elements to the overall rating, but there must be consistency. If an overall rating other than "average" is only supported by one or two unsatisfactory/outstanding element ratings, address the importance attributed to these elements in the Remarks. Other apparent inconsistencies, such as a majority of outstanding elemental ratings but an average overall rating, must be explained in the Remarks also.

Name, Title and Office of Rater -

Project Engineers in the Engineering and Construction Division or the Senior Design Engineer/Manager of the Civil Design Section.

Names, Title and Office of Reviewer -

The Director of Public Works or either of the Assistant Directors for Engineering/Construction or Transportation/Planning.

REMARKS

General. The comments should be tailored to be of maximum usefulness to selection boards considering this Consulting firm for further work, and to the administrators of contracts with this firm in the future. If the effectiveness of the firm’s project management is not adequately covered by the performance elements, add comments as needed. Include any comments by the Consulting firm in response to a "below average" or "poor" evaluation.

M/WBE. Support of the Minority/Women Business Enterprise Program, including subcontracting performance, is an essential element in determining responsibility for future acquisitions. Evaluate the firm’s overall support of those business objectives. Evaluate the firm’s compliance with the subcontracting plan (if applicable), including timeliness of subcontracting reports.
MEMORANDUM:

TO: Commissioners Court

FROM: Selas Camarillo, P.E., R.P.L.

SUBJECT: Hampton Road/Inwood Road Project 91-568
(Canada Dr. to Harry Hines Blvd.)
TdDOT “Agreement to Contribute Funds”

BACKGROUND

Hampton Road/Inwood Road Project No. 91-568 located in Road and Bridge Districts Nos. 1 and 3 is being administered by the Texas Department of Transportation (TxDOT) under the original PASS Participation Program. Under the PASS Participation Program, Dallas County as the local sponsor shares the ROW and utility adjustment costs on a fifty percent basis with TxDOT. Proposition I of the 1991 Dallas County Thoroughfare Bond Program allocated $100,000.00 for the local 50% share. In September 1998, TxDOT commenced ROW acquisitions and requested payment of the County’s initial $100,000.00 fund authorization. TxDOT has now notified Dallas County that the right-of-way acquisition costs have exceeded their earlier estimate. The additional cost of right-of-way and utility adjustment costs is an additional $354,000.00 of which $177,000.00 is the local fifty percent share. The City of Dallas has agreed to fund $88,500.00 of this amount.

LEGAL INFORMATION

TxDOT Advised that is will proceed with the acquisition activities as soon as Dallas County executes an “Agreement to Contribute Funds” and sends a check to TxDOT in the amount of $177,000.00.

FINANCIAL IMPACT

The local fifty percent share of the additional ROW and Utility adjustment costs is $177,000.00 based on the latest estimate from TxDOT. The City of Dallas forwarded a check to fund half of this amount or $88,500.00 and Dallas County will fund the remaining $88,500.00. Funds have been identified in District No. 1 and District No. 3 to cover the County’s $88,500.00 funding commitment.
RECOMMENDATION

The Public Works Department has reviewed the request from TxDOT for additional Right-of-Way and Utility Adjustments costs to fund the local share and recommends that the Commissioners Court authorize:

1. That the County Judge execute the attached TxDOT “Agreement to Contribute Funds”.

2. That the County Treasurer remit total funding payment to TxDOT in the amount not to exceed $177,000.00 from Fund 418 and 427, Project 91-568/50053.

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

APPROVED BY:

[Signature]

Donald Holzwarth, P.E.
Director of Public Works

SC:ks/cd
Selas 2003/Selashampton Agreement.doc
AGREEMENT to CONTRIBUTE FUNDS
AMENDMENT #1

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and the County of Dallas, Texas, hereinafter called the "County", acting by and through its duly authorized officials, under County Commissioners Court, hereinafter called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on the 12th day of March, 1999, to effectuate their agreement for Right of Way Acquisition; and,

WHEREAS, it has become necessary to amend that contract;

WHEREAS, pursuant to said agreement the County remitted payment in the amount of $308,628.00;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Description of Amended Items

The following sentence in the fifth paragraph is hereby deleted: "However, if it is found that this amount is insufficient to pay the County's obligation, then the County, upon request of the State, will forthwith supplement this amount in such amount as is requested by the State." This sentence is replaced with the following language:

"However, if it is found that this amount is insufficient to pay the County's obligation, then the County, upon request of the State, will forthwith supplement this amount in such amount as is requested by the State; provided however, that the total the County will reimburse the State for eligible costs incurred shall not exceed Four Hundred Eighty Five Thousand Six Hundred Twenty Eight and nol00 Dollars ($485,628.00)." ($485,628 = $308,628 + $177,000).

Article 2. Other Provisions Unchanged.

All other provisions of the original contract are unchanged and remain in full force and effect.

Article 3. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.
IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

Dallas County

By: Margaret Harron, County Judge

Date:

EXECUTION RECOMMENDED:

District Engineer, Dallas District

THE STATE OF TEXAS

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

By: John P. Campbell, P.E.
Right of Way Division Director

Date:

Selas 2003-01/Rev Amend 1 Agree Hamp Inwood
MEMORANDUM:

TO: Commissioners Court

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

SUBJECT: CONTRACT FOR MAJOR CAPITOL IMPROVEMENT PROGRAM FOR CONSULTANT ENGINEERING SERVICES

BACKGROUND:
In July of 2002, the Commissioner Court approved funding for projects under the Major Capitol Improvement Program (MCIP) for projects to be constructed in program years 06, 07, and 08 under court order no. 2002-1261 dated July 9, 2002. The latest update was passed on April 1, 2003 with Court Order no. 2003-573.

In order to proceed with the timely execution of these projects, it is necessary to contract for engineering services for projects specified on attachment. The remaining projects in these program years will be accomplished by utilizing in-house design staff.

Under the Public Works Five-Phase Project Delivery System, we have successfully utilized efforts for professional engineering services by implementing new contracts for preliminary and primary phases for the MCIP projects. By using tools such as preliminary design charrettes, early involvement of utilities, and project summary reports, the consultants have been able to proceed with clear understanding of the project scopes and therefore are meeting the targets to achieve the specified program years for construction.

FUNDING IMPACT:
As with the other professional engineering services contracts, each contract will be negotiated once the best-qualified consultant is determined for each project. The contract will be paid for from the MCIP project funds for which the work is done.

IMPACT ON SCHEDULE:
In order to effectively achieve the Program Year schedules for these MCIP projects, it is necessary to proceed expeditiously with the design efforts for these projects.

RECOMMENDATION:
It is therefore recommended that with Commissioners Court approval, a court order be placed on the next formal agenda authorizing the Dallas County Purchasing Agent to advertise for said Consultant Engineering Services and proceed with the assistance of the Department of Public Works to selection of the highest qualified consultant engineering firms.

RECOMMENDED BY:

Donald R. Holzwarth
Director of Public Works

411 Elm Street, 4th Floor Dallas, Texas 75202 214-653-7151
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<td>7/01/03</td>
<td>Briefing on Agenda for “2nd Call MCIP Projects”</td>
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<tr>
<td>7/7,14,21,28/03</td>
<td>Purchasing advertises RFQ</td>
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**Major Capital Improvement Program**

Dallas County Public Works

Data Source:
MCIP Projects - Dallas County Public Works
City Limits - Dallas County Public Works
Roads - North Central Texas Council of Governments
July 1, 2003

To: Commissioners Court
From: Dan Savage
Subject: Phase II Environmental Report for Parking Garage/Plaza Project

BACKGROUND
As part of the Parking Garage/Plaza project work, Jacobs Facilities conducted a Phase I Environmental Site Assessment Report on the Founders Plaza block. This is the site of the proposed new underground-parking garage. The Phase I report was completed in May of 2003. It recommends that a Phase II study be undertaken. A copy of the Executive Summary of the Phase I report is attached.

IMPACT ON OPERATIONS
The Phase II involves drilling three additional borings to a depth of 15 feet to collect soils from specific sites to test for possible contaminants. Water samples will also be tested. The activity should not disrupt County operations.

FINANCIAL IMPACT
This Phase II work will be done at a cost of $7,300. Funds are available in the Major Capital Improvement Account set-up for the Parking Garage/Plaza project (Account No. 196.0.8110.2002.0.70132).

LEGAL
Jacobs Facilities was awarded the contract for the design of the Parking Garage/Plaza project on March 11, 2003. The contract provides that work orders will be issued for specific tasks on this project. The Phase II Environmental Report will be authorized by Work Order No. 11, a copy of which is attached.
M/WBE
Jacobs Facilities has committed to assigning 20% of the work on this contract to a certified M/WBE vendors.

RECOMMENDATION
I recommend that the Commissioners Court approve Work Order No. 11 with Jacobs Facilities for Phase II Environmental Report.

Recommended by:

Dan Savage, Assistant Administrator for Operations

Attachments
DALLAS COUNTY

Plaza Redevelopment and Underground Parking Garage

Phase I Environmental Site Assessment Report

EXECUTIVE SUMMARY

The County of Dallas would like to build a new underground parking garage in downtown Dallas. In order to proceed with the design, a Phase I Environmental Site Assessment of the subject property was completed by Jacobs.

The parcel of land the County would like to develop is bounded by Elm St. on the north, Market St. to the east and Main St. to the South. It is currently used as an urban park dedicated to the history of Dallas County.

Jacobs completed a site visit, document research and environmental records review. The findings listed below were determined during this Phase I Environmental Site Assessment.

- Per the Sanborn maps, there is evidence that the property may have been occupied by a filling station, a livery and a photo engraving store in the past. We found no evidence that the possible underground storage tanks at the filling station were ever removed.

- According to the leaking underground storage tanks reports, the adjoining property to the east, El Centro College, has a registered leaking underground storage tank on it. Final concurrence of 'no threat to area receptors' was reached and the case has been closed. However there is a potential that the contamination plume extended below the subject property.

- There are three documented historical items located on the subject property. We recommend that the County coordinate the safe storage and relocation of these items with the Texas Historical Commission.

We recommend that the County perform a Phase II Investigation of the subject property in order to test the soil and groundwater as noted below.

- We recommend that at three (3) separate locations on site, composite soil samples at 5' deep, 10' deep and 15' deep be obtained. These soil samples should be analyzed for (1) Total Petroleum Hydrocarbons (TPH, TX 1005) and (2) BTEX to verify if any soil contamination exists from underground storage tanks.

- We understand that there is an existing monitoring well on site. We recommend that the ground water be collected and sampled for (1) BTEX and (2) nitrate levels.

- Further, due to the potential of hazardous soil conditions on site, we recommend that the County perform a Toxic Contaminate Leak Potential (TCLP) test on all excavated soil prior to removal from the site.
June 17, 2003

Mr. Dan Savage
Assistant Administrator
County Administration Building
411 Elm Street, 3rd Floor
Dallas, Texas 75202-3301

RE: Dallas County
Plaza Redevelopment and Underground Parking Garage
Phase II Environmental Report Fee Proposal

Dear Dan:

We are pleased to submit to you our fee proposal for providing a Phase II Environmental Report for the plaza site bound by Elm, Market and Main Streets as recommended in our Phase I Environmental Report dated May 2003. Our scope of services, schedule expectations and fee requirements are as follows:

Scope of Services

We will drill three holes to a maximum depth of 15 feet to collect soil samples for testing. We will also collect a water sample from an existing monitoring well on site. The samples will be sent to a laboratory and analyzed for TPH, and BTEX quantities. The findings of these test results and our recommendations will be summarized in a narrative report.

Schedule

These services should be completed within a six-week time period after a Notice-to-Proceed is given to us from the County.

Fee Requirements

We propose to provide these services as a separate work order and for a Lump Sum Amount of $7,300. All direct costs and laboratory fees are included in this amount.

We are looking forward to beginning this project with you. If you have any questions regarding our proposal, please do not hesitate to call.

Sincerely,

JACOBS FACILITIES INC.

[Signature]

David J. White III, P.E.
Project Manager

c: Mark Goode
Brent Byers
CF:F3W52000.202 Mods

A Subsidiary of Jacobs Engineering Group Inc.
WORK ORDER NO. 11

TASK: Phase II Environmental Survey

DESCRIPTION OF WORK TO BE PERFORMED:
Jacobs will drill three holes to a depth of 15 feet to collect soil samples. Soil samples and water samples from an existing monitoring well will be analyzed for possible contaminants.

TOTAL WORK ORDER AMOUNT: $7,300

FUNDING SOURCE: Account No. 196.0.8110.2002.0.70132

FEE BASIS: Lump Sum as Negotiated

GENERAL PROVISIONS: Terms and conditions of contract

SCHEDULE:
Start Date: July 15, 2003
Completion Date: September 1, 2003

Recommended by: Dan Savage, Assistant Administrator for Operations

Approved by Commissioners Court Order No. 2003-, dated ______________, 2003.

Margaret Keliher, County Judge
DALLAS COUNTY

Date: __________

David White, Project Manager
JACOBS FACILITIES, INC.

Date: __________
June 25, 2003

To: Commissioners Court
From: Dan Savage
Subject: Additional Old Red Courthouse Structural Testing Work

BACKGROUND
Phase I work on the Old Red Courthouse has been underway for over one-year and is scheduled for completion in November of 2003. One component of this work involves a variety of structural repairs to various elements within the building. The upper floors and ceilings of the building are constructed using flat clay tile blocks laid in between iron beams five feet apart. This flat arch construction is basically wedged in place and is subject to both sagging and, in some instance, failure.

As work has proceeded on the Phase I construction, it has become apparent that there are additional locations where the floor and ceiling tiles are sagging and/or cracking. It is to the County’s advantage to determine the seriousness of these issues now and correct them before the Phase II interior finishout work begins. Attached is a proposal from James Pratt Architecture/Urban Design, Inc., to engage Datum Engineering to do another building survey. Haws & Tingle would also be involved in assisting in the survey work.

The proposal sets forth the inspection scope of work and identifies the deliverables that Datum would produce. Assuming that Datum’s findings suggest the need for additional repairs, Haws & Tingle will be asked to do these repairs by change order to their existing Phase I contract.

IMPACT ON OPERATIONS
If there are failures that need to be repaired, that work needs to be done before the interior finishout work contemplated in Phase II begins.
FINANCIAL IMPACT
The cost of this work is broken down as follows: Datum Engineering – estimated of $15,000 to $20,000 based on actual time and expenses; Haws & Tingle – lump sum fee of $4,573. Funds for this work are available in the FY2003 Major Capital Improvement Project Account for the Old Red Courthouse Account No. 194.0.8130.2003.0.70006.

LEGAL
This work will be authorized as Amendment Number 3 to the contract with James Pratt, Architecture/Urban Design Inc., approved by Court Order No. 2001-194, dated January 23, 2001.

RECOMMENDATION
I recommend that Commissioners Court approve Amendment No. 3 to the contract with James Pratt, Architecture/Urban Design, Inc. for the Phase I work on the Old Red Courthouse restoration project in an amount not to exceed $24,573. If the Court concurs, I will prepare a Court Order for consideration at the next regular meeting.

Recommended by:

Dan Savage, Assistant Administrator for Operations
To: Bernard E. Blanton

Amendment Number: 3

In accordance with the Agreement dated: January 23, 2001, Order No. 2001-194

between the Owner:
Dallas County

and the Architect:

for the Project:
Phase 1—Old Red Preservation Project
Dallas County "Old Red" Courthouse, 100 S. Houston St., Dallas TX 75201

Authorization is requested:

( ) to proceed with Additional Services or a Change in Services.
( ) to incur Additional Reimbursable Expenses.

As Follows:
DATUM Engineers to (1) visually inspect condition of exposed clay tile structural floors, establish and categorize various degree of tile failure; (2) identify areas that clearly need to be repaired and issue repair details; (3) further survey questionable areas with assistance of survey team from Haws & Tingle; (4) add to repair list identified areas needing repair; (5) load test remaining areas that are in question, Haws & Tingle to provide dolly, labor and sand bags to perform load test, DATUM staff to take deflection measurements and supervise the loading process; (6) DATUM to issue repair details for any areas failing the load test.

The following adjustments shall be made to compensation and time:

Compensation:
2.5 times direct personnel expense plus reimbursable expenses. DATUM estimated fee $15,000-$20,000. Haws & Tingle estimated costs $4,573. Architect's multiple of 1.1 times determined cost to be applied. See attachments.

Time: No Change
AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292
ADDITIONAL SERVICES AUTHORIZATION

DATE: June 12, 2003

TO: Tom Marshall

FIRM: James Pratt Architecture

FROM: Thomas W. Taylor, P.E.

REFERENCE: OLD RED INSPECTION

DATUM PROJ. NO.: 99157.09

DESCRIPTION OF ADDITIONAL SERVICES:

Proceed with the Old Red flat arch tile inspection as outlined in the attached seven (7) step process.

DESCRIPTION OF FEES:

2.50 x Direct Personnel Expense, plus reimbursable expenses with an estimated fee of $15,000.00 to $20,000.00. Billing rates for the personnel presently anticipated to be assigned to the project are as follows:

- Thomas Taylor, P.E. $150.00/hr
- Hakki Murath $81.10/hr
- David Lassetter $89.69/hr
- Gregory Diane $66.71/hr
- Andy Smith $64.54/hr

These services will be performed under the terms and conditions of the original contract/proposal. If the above is acceptable, please sign both copies and return one to us for our files.

ACCEPTED AND APPROVED:

Thomas W. Taylor, P.E.
Chairman of the Board

June 12, 2003
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MEMORANDUM

TO: James Pratt

FROM: Thomas W. Taylor, P.E.

RE: OLD RED TESTING

STEP ONE: Datum staff spend approximately one (1) week visually inspecting the condition of the exposed tile. Identify and categorize the various degree of tile failure to establish the areas that require additional repair or testing. ((Hawes and Tingle will be called upon to provide ladders, as required, for closer inspection of questionable areas)).

STEP TWO: Datum staff to identify areas that clearly need to be repaired and issue repair details.

STEP THREE: Datum staff to further survey areas that appear to be questionable. Measure the sag of the tile. Analyze cracks and sag to determine if area should be further tested or repaired. ((Hawes and Tingle to provide survey team for probably no more than two (2) days)).

STEP FOUR: Datum staff to add to the repair list those additional areas that now clearly need to be repaired, and issue repair details.

STEP FIVE: Load test remaining areas that appear questionable. ((Hawes and Tingle to provide a dolly, laborers and sand bags to perform load test. Probably one (1) to two (2) weeks effort)). Datum staff to take deflection measurements and supervise the loading process.

STEP SIX: Datum staff to issue repair details for any areas failing the load test.

STEP SEVEN: ((Hawes and Tingle to implement all repair details by change order)).
CHANGE ORDER / PROPOSAL QUOTATION

PROJECT: Old Red Courthouse
QUOTE NO.: 31 DATE QUOTED: 06/12/03

TO: Mr. Tom Marshall
James Pratt Architecture
1645 Stemmons #2
Dallas, Texas 75207

PROJECT NO.: 22005
DAYS ALLOWED FOR APPROVAL: 7
EXPIRATION DATE: 06/19/03

DESCRIPTION:
Cost to survey damaged deflected ceilings on 2nd, 3rd and 4th floors.
Cost to provide labor for engineer's load testing.

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SELF PERFORMED WORK

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TOTAL REQUEST AMOUNT: $4,573

DISTRIBUTION

Job File

Signed By: [Signature]
Robert Scheelar, Project Manager
Date: 8/12/03
June 25, 2003

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Officer

FROM: Greg Allbright
Budget and Policy Analyst

SUBJECT: Additional Public Defender for 304th Juvenile District Court

BACKGROUND
Judge John Sholden, 304th Juvenile District Court, has requested a Public Defender be authorized for his court to hear CPS-Termination and Paternity Registry cases (Attachment A). Attachment B details the currently authorized Public Defender staffing by Court. In order to accommodate this request, Chief Public Defender Jeanette Green has requested an additional Public Defender 4 (Attachment C). The purpose of this briefing is making a recommendation on this request.

OPERATIONAL IMPACT
Commissioners Court recently authorized a Public Defender 4 to take CPS Termination cases in the 305th Juvenile District Court. Judge Sholden intends to appoint the Public Defender 4 to represent a child or parent in CPS-Termination cases. These cases involve the termination of parental rights over the child. Based on information provided by the Public Defender’s Office, most cases involve the following: several uncontested hearings, mediations, multiple meetings with clients, relatives, CPS caseworkers, observation of parent-child visits, and, if applicable, trial preparation. Attachment D diagrams a typical CPS-Termination case from when a parent is appointed.

The requested Public Defender would also be appointed to Paternity Registration cases. The work for the Defender would focus on locating and serving the father before his parental rights are terminated. When a baby is born, the father is asked to register his name and address. This information is used to locate the father in later years, if the State is considering termination. If the father does not register, that fact can be used to terminate his rights, provided due diligence has been made to locate him.

Judge Sholden intends to appoint enough cases of each type until the Public Defender has a full workload, with Registry cases averaging four per month. Given the number of registry cases assigned each month, the CPS-Termination assignments would average around 5 per month. Table 1, on the next page, is the projected workload for the new Public Defender. Based on data...
provided by the currently authorized Juvenile Public Defender, and Judge Sholden, each case will require roughly four hours per month. While the CPS Termination cases last between 6 and 8 months, the Registry cases will be disposed, generally, during the month they are assigned. If the Commissioners Court approved the additional Public Defender 4 position for this court, they would receive enough cases by the fourth month to constitute a full workload.

Table 1
Projected Case Load

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</table>

FINANCIAL IMPACT

For CPS Termination cases, if the parent is indigent, mentally ill, or a minor they are entitled to receive a court appointed attorney. Most often an attorney is appointed to represent the child and one for both of the child's parents. It is anticipated that the Public Defender 4 assigned to this court will receive appointments for both the child and the parents. In the Juvenile Courts, court appointed attorneys are paid $100 for each court appearance and $80 an hour for out of court time. Comparatively, a Public Defender 4 working full-time in these courts would cost $40 per hour. This figure is based on the yearly cost of this position, $72,850, divided by the number of available, or billable hours in one year, 1,736.

In FY2002, the 304th Juvenile District Court spent $969,000 for court appointed attorneys to handle CPS-Termination cases. Due to the length of time needed to dispose of these cases, attorneys are paid throughout the life of the case. Attorneys are expected to submit pay sheets after a few hours of work, so that the judge can monitor the work performed. Due to this payment method and the varying number of attorneys appointed, it is difficult to accurately assess what is paid for one case.

The cost of adding one Public Defender 4, including furniture and equipment, for the remaining 3 months (starting in July) of FY2003 is approximately $19,412. Should Commissioners Court concur with the Office of Budget and Evaluation's recommendation, funds budgeted for Court Appointed Attorneys would be transferred to the Public Defender's budget to cover the additional cost of this position.
PERFORMANCE MEASURES
The utilization of the Public Defender's Office is reviewed and reported quarterly in the Judicial Management Report. The Office of Budget and Evaluation will provide Commissioners Court a review of the savings attributed to this Public Defender addition six months following the hire date of the position.

RECOMMENDATION
The Office of Budget and Evaluation recommends the addition of a Public Defender 4 to be assigned to the 304th Juvenile District Court. The cost/benefit analysis demonstrates savings related to adding an additional Public Defender to this court. The Office of Budget and Evaluation will monitor the workload of this additional position and recommend its elimination in the future if utilizing court appointed attorneys will result in a cost savings to Dallas County.
May 5, 2003

Jeanette Drechsler Green
133 N. Industrial Blvd. LB2
Dallas, Texas 75207-4913

Dear Jeanette,

Thank you for the analysis of projected use of Public Defender's for Non-Juvenile cases you provided me. I am sorry it has taken me so long to get back with you, but I have been in a two week Child Welfare jury trial.

I am interested in trying a Public Defender in my court to handle Child Welfare cases. I think this can help my budget and at the same time provide the same high quality representation of parents that we are presently providing with Attorney's being appointed from the local bar. I would be willing to appoint an average of (3) new CPS appointments a month to represent parents in addition to an average of (4) appointments a month for Publication or Paternity Registry purposes.

I am willing to try this program for a one year period of time and then look at the numbers and quality of representation. If the attorney provides the same high quality representation that the Public Defender's office offers for our Juvenile cases, this could provide a great cost savings for the County without harming any parent from getting great representation.

Sincerely,

John L. Sholden, Judge
304th Judicial District Court
Attachment B
Authorized Public Defender Staffing
By Court
As of July 1, 2003

<table>
<thead>
<tr>
<th>Court</th>
<th>Judge</th>
<th>Authorized PDs</th>
<th>Requested PD's</th>
</tr>
</thead>
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<tr>
<td>Felony Courts</td>
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<tr>
<td>Criminal District Court #1</td>
<td>Warder</td>
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<tr>
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June 25, 2003

Dallas County Commissioners Court
Administration Building
411 Elm Street
Dallas, Texas 75202

Re: Public Defender for CPS cases in
Judge Sholden's Court

Dear Commissioners,

I am requesting that a new Public Defender position be added to Judge Sholden's Court (304th Judicial District Court) to handle CPS and paternity registry cases. This position would be similar to the position recently added to Judge Shannon's Court. The Public Defender would be appointed as guardian ad litem's for children or attorney ad litem's for a parent in termination-type proceedings. The Public Defender would also be appointed when a citation by publication is needed in termination cases involving parties who cannot be located or in termination suits involving paternity registries. Our investigators will be able to assist the Public Defender perform a diligent search for those parties.

I would further request that an Attorney IV position be approved with all of the necessary furniture and equipment to perform the job. We currently have office space available at the HWJJC for an additional attorney.

I would encourage the Commissioner's Court to approve this new position as a cost-saving measure for the County.

Sincerely,

Jeanette Drescher Green
Chief Public Defender
Illustration of a CPS Case - Public Defender's Office

Termination filed
Parent indigent - Attorney appointed

Child in foster care
Child with relative

Meet with client
Meet with CPS, other parties, family, etc.
Observe parent-child visit
Send discovery requests

Review CPS discovery responses
(Medical records, psych records, documentation of caseworker)

Pretrial

Look for relative

Relative found
get home-study done

Approved
Pretrial
Prove-up

Pretrial

Could't find relative

Not approved
File motion, have hearing to place child
Not Placed
Pretrial
Trial Preparation
Trial

Prove-up Permanent Managing Conservator (PMC)
July 1, 2003

To: Commissioners Court

From: Maria L. Hernandez, Policy Analyst

Subject: Contract Amendment No. 1 to the Texas Commission on Environmental Quality Grant Agreement

Rationale for Same Date Briefing and Court Order

On July 30, 2002, Dallas County entered into a Grant Agreement with the Texas Natural Resource Conservation Commission (renamed the Texas Commission on Environmental Quality) to improve the air quality in Texas by providing financial assistance to low-income residents of Dallas County.

The termination date for the Texas Commission on Environmental Quality Grant Agreement is fast approaching. Due to the time sensitive nature of the new effective date, it is essential that this item be Briefed and Court Ordered on the same day.
July 1, 2003

To: Commissioners Court

From: Maria L. Hernandez, Policy Analyst

Subject: Contract Amendment No. 1 to the Texas Commission on Environmental Quality (TCEQ) Grant Agreement

BACKGROUND

During the 77th Legislative Session, HB2134 was passed to improve the air quality programs in the State of Texas. As part of the legislation, a program was introduced to provide financial assistance to low-income residents of the County whose vehicles failed to pass the state emissions test. Dallas County authorized implementation of the Low-Income Vehicle Repair Assistance, Retrofit, and Accelerated Retirement Program, (now titled AirCheck Texas Repair and Replacement Assistance Program) on May 7, 2002 and approved the Texas Natural Resource Conservation Commission (renamed the Texas Commission on Environmental Quality) Grant Agreement and Draft Grant Activities Plan on July 30, 2002. The termination date for the Grant Agreement between Dallas County and TCEQ is August 31, 2003.

As shown in Table 1, the AirCheck Texas program diagnosed and repaired 329 vehicles and retired 10 in the third quarter. Approximately $193,748.74 was expended from our grant in repair/replacement costs as well as administrative costs. Of the total grant amount received from TCEQ, approximately $499,190.26 remains for use during the fourth quarter.

Table 1

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<th>Quarter</th>
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<td>2nd Quarter (Dec. - Feb.)</td>
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<tr>
<td>3rd Quarter (Mar. - May)</td>
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<td>$193,748.74</td>
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<tr>
<td>4th Quarter (June - Aug.)</td>
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<tr>
<td><strong>Totals (to date)</strong></td>
<td><strong>$905,918.77</strong></td>
<td><strong>661</strong></td>
<td><strong>$406,728.51</strong></td>
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Attached is Contract Amendment No. 1 to the TCEQ Grant Agreement. The primary reason for this amendment is to extend the termination date from August 31, 2003 to August 31, 2004. Secondly, sections 5.3, 5.3.1, and 5.3.2 have been amended to correct an error in the original contract. The error in the original contract required the submission of monthly reports whereas it should be quarterly reports. Lastly, sections 7.1.1 and 7.1.2 have been introduced to clarify the encumbering and disbursing of grant money.
IMPACT ON OPERATIONS

There is no significant impact on operations to Dallas County staff.

LEGAL ISSUES

The attached Contract Amendment No. 1 to the TCEQ Grant Agreement has been reviewed and approved by the District Attorney's office.

RECOMMENDATION

Staff recommends that Contract Amendment No. 1 to the Texas Commission on Environmental Quality Grant Agreement be approved and that the County Judge be authorized to sign the amendment on behalf of Dallas County.

Approved by:

[Signature]

Allen Clemson
Both parties to Contract Number 582-2-55082-02, Dallas County and the Texas Commission on Environmental Quality, hereby agree to amend said Contract as follows:

1. Contract Agreement, (relating to CONTRACT TIMES) is amended to reflect an extension with respect to the Termination Date. This item (displayed here in struck-out text) formerly read:

   ARTICLE 3. CONTRACT TIMES

   3.1 The terms of this Agreement begin on the Effective Date which is the date shown above the signature line of this Agreement and ends on the Termination Date which is the later of: August 31, 2003 or the date of completion of all requirements as determined by TNRCC within its sole discretion.

   With this amendment, the Item now reads:

   ARTICLE 3. CONTRACT TIMES

   3.1 The terms of this Agreement begin on the Effective Date which is the date shown above the signature line of this Agreement and ends on the Termination Date which is the later of: August 31, 2004 or the date of completion of all requirements as determined by TNRCC within its sole discretion.

2. Contract Agreement, (relating to CONDITIONS FOR FUNDING) is amended to reflect a correction with respect to submission of monthly reports that occurs in three areas within the contract in § 5.3, § 5.3.1, and § 5.3.2. The items (displayed here in struck-out text) formerly read:

   ARTICLE 5. CONDITIONS FOR FUNDING

   5.3 In order for TNRCC to determine eligibility of costs, the COUNTY must submit monthly:

   5.3.1. A Financial Status Reports on a form provided by TNRCC detailing all costs of conducting the Grant Activity incurred during the previous month.

   5.3.2. Supporting documentation for costs attached to the Monthly Financial Status Report.

   With these amendments, the Items now read:
ARTICLE 5. CONDITIONS FOR FUNDING

5.3. In order for TNRCC to determine eligibility of costs, the COUNTY must submit quarterly:

5.3.1. A Financial Status Report on a form provided by TNRCC detailing all costs of conducting the Grant Activity incurred during the previous reporting period.

5.3.2. Supporting documentation for costs attached to the Financial Status Report.

3. Contract Agreement, (relating to FUNDING, LEGAL AUTHORITY AND LIABILITY) is amended to reflect the addition of sub-sections 7.1.1 and 7.1.2 to § 7.1 which explains funding and disbursements.

With these amendments, the Items now include:

ARTICLE 7. FUNDING, LEGAL AUTHORITY AND LIABILITY

7.1.1 TCEQ may encumber grant monies collected in a fiscal year and disburse that grant money to the county (on an as needed basis as determined by TCEQ) within a period of two (2) fiscal years after that encumbrance. After this time, any balance unpaid to the county shall be lost due to the TCEQ appropriation authority.

7.1.2 Grant money issued by TCEQ in a fiscal year by TCEQ may be spent by the county in that fiscal year and for two (2) fiscal years after the grant money has been issued unless otherwise determined by TCEQ.

4. All other conditions and requirements of Contract Number 582-2-55082-02 remain unchanged.
July 1, 2003

MISCELLANEOUS

1) **INSTITUTE OF FORENSIC SCIENCES** - requests approval to accept at no cost to Dallas County a forensic pathologist position from the University of Texas Southwestern Medical School Pathology Department. The position will assist with the supervision of the daily operation of the Parkland Hospital autopsy program, and assist with Medical Examiner autopsy case load. The position title is Adjunct Medical Examiner. The program operates under the director of the Chief Medical Examiner, Dr. Jeffrey Barnard. This new position will reduce the time required from the other Medical Examiners and for the Director and Chief Medical Examiner to manage and conduct the more routine aspects of the program. In addition to the new forensic pathologist other job duties he will assist with the Office of Medical Examiner caseload. Since we are averaging nearly 400 autopsies per Medical Examiner, this new position will be helpful and will not add any cost to the County budget.

2) **PROBATE COURTS** - requests approval for Volunteers of the Court Visitors Program be provided with free parking at the Old Red Underground Parking Garage. According to the Dallas County Code, Section 74.475 - Parking for interns and volunteers, parking in county-owned parking facilities will be provided at no cost to unpaid volunteers that are serving in programs approved by the Commissioners Court. Commissioners Court approved the Court Visitor’s Program in 1993 has funded a position that coordinates the programs activities. To the extent allowed by law, available funding for parking should be charged to the Probate Education Fee Escrow Account.

(Please Refer to Information Item No. 3)

3) **DISTRICT ATTORNEY** - requests approval for a parking space at the secured underground Crowley Courts Building parking garage for Felony Division Director, Toby Shook. Mr. Shook has been designated the District Attorney’s Crisis Management Prosecutor.

(Please Refer to Information Item No. 5 (Re-brief))
4) **DISTRICT COURT ADMINISTRATION** - Strasburger & Price requests approval for the use of the following courtrooms in the George Allen Building:

- Aux. 1 Room 434 - 4th Floor
- Aux. 2 Room 3108 - 3rd Floor
- 160th District Court - 4th Floor
- 101st District Court - 4th Floor

On Saturday, July 26, 2003 from 12:00 p.m. until 7:00 p.m. for a Mock Trial Competition. This was previously briefed on June 17, 2003 and approved as the Mock Trial Competition taking place on Saturday, July 21, 2003 from 8:00 a.m. until 4:00 p.m., there was a mixup in the dates and times selected, this is why it is being briefed again.

5) **COUNTY JUDGE** - requests approval to put up signs in Dallas County facilities and recruit donors for the upcoming blood drive. The blood drive captains will be responsible for the removal of posters immediately following the drive. The proposed drive dates and locations are:

- Monday, July 14 at Health & Human Services 9 a.m.-2 p.m.
- Tuesday, July 15 at Frank Crowley 9 a.m.-3 p.m.
- Wednesday, July 16 at Frank Crowley 9 a.m.-3 p.m.
- Wednesday, July 16 at Records Building 9 a.m.-2 p.m.
- Wednesday, July 16 at North Dallas Govt., Center 9 a.m.-12 p.m.
- Thursday, July 17 at Henry Wade Justice Center 8 a.m.-12:30 p.m.
- Thursday, July 17 at George Allen Courts 8 a.m.-1 p.m.

6) **HEALTH & HUMAN SERVICES DEPARTMENT** - requests authorization to delete a vacant VD-Epidemiology Data Entry Clerk II position (Number 3020) and add Clerk IV position as the clerk’s job duties and responsibilities have changed to meet the demands of the CDC specialized computer equipment. The position is VD-Epidemiology grant for FY2003 and the Texas Department of Health (TDH) has approved the deletion of the Data Entry Clerk and the addition of the Clerk IV position. TDH has indicated, by correspondence, that since there is adequate money in the current contract to fully fund the new Clerk IV position, they are in agreement that this personnel action will neither require additional funds from TDH nor will it require a contract amendment.

7) **JUVENILE DEPARTMENT** - requests permission to accept a $53,000 donation from the Greater Dallas Crime Commission to offset the costs of UA testing performed in the department’s various substance abuse programs. Funds budgeted for this testing in the department’s FY2003 approved budget will be transferred to cash match for grants to offset the cost of the DIVERT Court program. Recommended by the Office of Budget & Evaluation.
8) **DISTRICT ATTORNEY** - requests approval for Steve Storie, Christina Coulta, Detective Jon Lumbley, and Carla Bean to train and provide Family Violence Training for Law Enforcement in Hondo, Texas on July 10-11, 2003: $1,900 is available in Grant Fund, Regional Training Coordinator Department, Business Travel Account, FY Budget 2002, (00466.6001.4010.2002).

9) **HEALTH & HUMAN SERVICES DEPARTMENT** - requests approval for:
   a) Dianne Blocker, Barbara Smith, and Don Hutcheson to attend the Texas Infertility Prevention Project Conference to obtain the latest information on Chlamydial Testing, Treatment, and Follow-up in Austin, Texas on July 17-18, 2003 at no cost to Dallas County.
   b) Karin Petties, Jennifer McMillian, and Jeffery Jordan to attend the Mandatory Regional Technical Assistance Meetings for Title I and Title II Grantees in Washington, D.C. on August 3-6, 2003: $2,000 is available in Grant Fund, Ryan White T1 Department, Workshop Account, FY Budget 2003, (00466.65504.04210.2003) and $1,000 is available in Grant Fund, Ryan White T1 Department, Workshop Account, FY Budget 2003, (00466.65502.4210.2003).
   c) Alma Armendarez to train a 10-day Introduction to STD Intervention Course in Nashville, TN on August 10-21, 2003: $2,364.36 is available in Grant Fund, STD Prevention Training Center Department, Conference Training Account, (00466.08709.02460.2002).
   d) LaShonda Kissentaner to co-train a 10-day Introduction to STD Intervention Course in Nashville, TN on August 10-14, 2003: $1,378.50 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
MISCELLANEOUS EQUIPMENT

(1) DEPARTMENT: 1022  Facilities Management
ITEMS:  
5 - Cell Phones ($0)
5 - Cigarette Lighter Adapters ($120)
5 - Carry Cases ($100)
5 - Flat Rate Plans ($10 per month, per phone)
ESTIMATED COST: $370
FUNDING SOURCE: Within Budget
PROPOSED ACTION: Facilities Management requests authorization to purchase five cell phones to be used by assistant building mechanics who work independently at night and weekends. The phones will only be used for emergency purposes. The annual cost of the five phones will be $600. Recommended by the Director of Communications & Central Services.

(2) DEPARTMENT: 5213  Preventive Health
ITEMS:  
1 - Medium Volume Shredder ($1,299)
ESTIMATED COST: $1,299
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 00120.5213.02090.2003 (General Fund, Preventive Health, Property less than $5,000, FY2003)
PROPOSED ACTION: Health and Human Services requests authorization to purchase one medium-volume shredder, cross cut, to assist in destroying highly sensitive and confidential medical documents. The State retention schedule requires shedding, pulping or incineration of the documents produced in the Preventive Health Department. Recommended by the Records Management Department.

(3) DEPARTMENTS: 4501  Court at Law
ITEM:  
1 - Keyboard Platform
ESTIMATED COST: $300
FUNDING SOURCE: DDA
EXPENDITURE SOURCE: DDA
**DEPARTMENT:** 4831

**ITEM:** Judge Roden of County Court at Law 1 is requesting approval to expend $300 from his DDA account to purchase a keyboard platform for his court coordinator. Recommended by the Office of Budget and Evaluation.

**ESTIMATED COST:** $974

**FUNDING SOURCE:** DDA

**EXPENDITURE SOURCE:** 00120.4831.02090.2003 (General Fund, Justice of the Peace Court 3-1 Department, Property under $5,000 FY2003)

**PROPOSED ACTION:** Justice of the Peace Cercone is requesting to purchase a refrigerator from the court’s DDA. The requested equipment will be utilized for court staff. Recommended by Office of Budget & Evaluation.

### TELECOMMUNICATION REQUESTS

**Tax Office** - requests:

- **M-0301031** to install single-lines to replace existing line coming through the middle of floor. Installation: $132.00; no monthly service increase. **Recommended.**

- **M-0306064** to install a multi-line phone in the Garland office booth to better answer incoming calls. Equipment: $114.00; Installation: $41.50; no monthly service increase. **Recommended.**

- **M-0306065** to install a multi-line phone in the Irving office booth to better answer incoming calls. Equipment: $114.00; Installation: $41.50; no monthly service increase. **Recommended.**

- **M-0306066** to install a multi-line phone in the Mesquite office booth to better answer incoming calls. Equipment: $0.00; Installation: $41.50; no monthly service increase. **Recommended.**

- **M-0306067** to install a multi-line phone in the Oak Cliff office booth to better answer incoming calls. Equipment: $114.00; Installation: $41.50; no monthly service increase. **Recommended.**
M-0306068 to install a multi-line phone in the Richardson office booth to better answer incoming calls. Equipment: $114.00; Installation: $41.50; no monthly service increase. Recommended.

Juvenile - requests:
M-0303002 to replace an existing single-line phone with a multi-line phone in room A169. Installation: $33.00; no monthly service increase. Recommended.

M-0212020 to install new data-line cables to provide Probation officers access to network. Installation: $165.00; no monthly service increase. Recommended.

D-0306010 to install a data-line cable at the Letot facility in room 102 to connect a network printer. Installation: $66.00; no monthly service increase. Recommended.

D-0306006 to install a data-line cable in room 724 to provide access to network. Installation: $58.75; no monthly service increase. Recommended.

District Attorney Civil M-0306042 requests to install a multi-line phone with a speaker phone in room 507 to allow conference call when needed. Equipment: $95.00; labor covered by contract; no monthly service increase.

292nd District Court M-0306027 requests to install a single-line in Judges chambers on the 6th floor of the FCCB. Installation: $41.50; no monthly service increase. Recommended.

Sheriff M-0306040 requests to install a multi-line phone in room B118 on the 1st floor of the LSJC due to changes in office. Installation: $33.00; no monthly service increase. Recommended.

J. P. Precinct 2-1 D-0306012 requests to install two data-line cables in office to provide access to network. Installation: $88.00; no monthly service increase. Recommended.

Writ Enforcement M-0212035 requests to install a data-line cable in room C-7 of the FCCB to provide access to network. Installation: $64.50; no monthly service increase. Recommended.

Funding for the above request is available from countywide Department 800, line item 432, Telephone Contingency.