DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

May 13, 2003

REPORTS/RECOMMENDATIONS/REQUESTS

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

- Minister’s Letter of Appreciation

- Letter to the Honorable Jim Bowles

**DATE(s) TO REMEMBER**

******
Date: May 7, 2003

To: Dallas County Commissioners Court

From: Michael K. Griffiths, Director

Re: Amendment to the Special Nutrition Programs Agreement

BACKGROUND OF ISSUE
The Dallas County Juvenile Department has participated in the National School Lunch/School Breakfast Program for a number of years. The Special Nutrition Programs unit of the Texas Department of Human Services (TDHS) administers this program, which reimburses the County for a portion of the cost of breakfasts, lunches and dinners served at the Juvenile Department's six residential facilities.

During contract year 1999-2000, a new contract format introduced an open ended expiration date, contingent on neither party terminating the agreement.

The Department of Human Services has issued Amendment A to the permanent agreement, with the following changes. A limited English proficiency clause is added to the "Civil Rights Policy Compliance", and new language replaces Clause B under "TDHS Claims Payments", to allow "the comptroller to apply contract payments to cover delinquent taxes and debts."

IMPACT ON OPERATIONS AND MAINTENANCE
Participation in the program allows the Juvenile Department to recapture part of the cost of meal service at its six residential facilities.

LEGAL INFORMATION
During contract year 1999-2000, a new contract format introduced an open ended expiration date, contingent on neither party terminating the agreement. The current amendment will modify the contract.

We have provided the permanent agreement and current amendment to the District Attorney's Office for review.

FINANCIAL IMPACT / CONSIDERATIONS
We expect this program to generate over $700,000 in reimbursement on an annual basis to the General Fund for meals provided to eligible children in the six Juvenile Department residential facilities. Reimbursements from this program must be used only toward food service expenses to Juvenile Department residential clients.

PERFORMANCE MEASURES IMPACT
The Department will strive to have all reports turned in within the prescribed time line.

M/WBE INFORMATION
This section does not apply to the issue.

RECOMMENDATION
The Juvenile Department recommends that Commissioners Court approve Amendment A to the National School Lunch/School Breakfast Program permanent contract, and authorize the County Judge to sign the amendment on behalf of Dallas County.

APPROVED BY: 

Michael K. Griffiths, Director

2600 Lone Star Drive, Box 5, Dallas, Texas 75212 214-698-2223 voice, 214-698-5509 fax 
mgriffiths@dallascounty.org
MEMORANDUM

Date: May 7, 2003

To: Dallas County Commissioners Court

From: Michael K. Griffiths, Director

Re: Juvenile Drug Court Program Grant

Background of Issue

Grant funding is available from the United States Department of Justice, Office of Justice Programs (OJP), Drug Courts Program Office (DCPO), to assist local governments in developing and establishing juvenile drug courts for juvenile offenders charged with drug related offenses. The purpose of drug courts is to ultimately achieve a reduction in recidivism and substance abuse and to increase the offenders' likelihood of successful rehabilitation through early, continuous, and intense judicially supervised treatment, mandatory periodic drug testing, and use of appropriate sanctions and other rehabilitation services.

Juvenile and adult drug courts have been implemented in numerous jurisdictions across the nation. Early evaluations of these programs have shown promising results. Dallas County currently operates an adult drug court. The Juvenile Department is currently piloting a Drug Court for misdemeanor offenders. It is believed a drug court, to include felony offenders, will be an effective addition to our continuum of treatment services.

All applications must be submitted electronically by May 22, 2003. As part of the application process, OJP requires that the County file a letter of authorization signed by the County Judge allowing someone other than the County Judge to sign and file the application electronically.

Impact On Operations And Maintenance

For Fiscal year 2002, approximately 750 youth were referred to this department for felony and misdemeanor drug related offenses, and forty-six percent of those youth tested positive for drugs. A formal substance abuse assessment is conducted to determine the severity of the youth's drug problem and to recommend an appropriate level of treatment.
Youth are placed in an available treatment program, including those operated by the Juvenile Department, contracted providers, and community-based programs. The assigned probation officer is responsible for monitoring the youth's progress while in treatment and taking appropriate action when the youth fails to comply with their treatment program.

The juvenile drug court (JDC) will establish a dedicated court for juvenile drug offenders. The JDC will provide 6 months of intensive judicial intervention and supervision of juveniles and families involved in substance abuse. The JDC is designed to promote abstinence and alter behavior with a combination of incentives, escalating sanctions, mandatory drug testing, treatment, and aftercare programs. The JDC model requires the participation of the youth and family in treatment, where treatment providers can effectively focus on developing a therapeutic relationship.

The attached flow chart illustrates how youth will be assigned to the drug court program. The profile of youth appropriate for participation in the JDC will be youth: (1) referred for misdemeanor or felony drug charges; (2) who have had no prior adjudications; and (3) who have no history of violent behavior. A drug assessment will be conducted by the Department's Substance Abuse Unit. Results of that assessment will then be forwarded to the JDC team, made up of the Drug Court Judge, prosecutor, public defender, treatment representative, coordinator, research specialist and school representative. Based upon the results of the assessment, the team will decide to either: (1) forward the case for random assignment to either JDC for participation, or refer for disposition under current procedures or (2) refer the case for disposition according to usual departmental practice. A recommendation can later be made to close the case/provide continuing care or proceed with formal prosecution based upon the youth's level of success in the program.

Implementation of the JDC will require the addition of one full-time probation officer. Mr. George Ashford III will serve as the Judge for the JDC. The prosecutor and public defender will also be assigned from current staff.

The JDC grant provides a maximum of three years funding. If the program is found to be effective, the Juvenile department will assume operation from our budget by reallocating resources from other substance abuse services.

Legal Information

The Letter of Authorization required the signature of the County Judge and authorizes the Dallas County Juvenile Department to administer the grant. The letter designates Michael K. Griffiths, Director of the Juvenile Department, as the contact person for the application and as the person authorized to sign and file the application electronically. If our grant application is successful, we will request Commissioners Court approval to accept the funding.
Financial Impact/Considerations

Drug Court implementation grants are available for up to three years and not to exceed total federal funding of $500,000. The Federal share of a grant-funded project may not exceed 75 percent of the total project costs. We are requesting annual funding up to $167,000 with a local match of $42,000. The local match will be met through currently budgeted funds for drug screens, drug assessments, and office space. No additional County funds are required to meet the local match requirements.

Performance Measures Impact

Recipients of implementation grants are required to conduct a process evaluation of their drug court program. Ideally, process evaluations should be conducted by an independent researcher, working in close collaboration with drug court program staff.

Dr. Simon M. Fass, Associate Professor of Public Administration and Political Economy in the School of Social Sciences, University of Texas at Dallas (UTD), will submit a proposal to serve as the project’s independent evaluator. Dr. Fass has extensive experience in program evaluation and design.

Additionally, we have asked Ms. JoAnne Burbridge of Prairie View A & M, School of Criminal Justice and Psychology to submit a proposal to serve as independent evaluator.

The Department will forward a recommendation for project evaluation through the Juvenile Board after both proposals are evaluated.

Youth who are eligible for the drug court will be randomly assigned to the drug court or the control group. Youth in the control group will continue to receive substance abuse services following current practices, but will not participate in the drug court program.

The JDC is targeted to serve 100 youth annually. The following performance measures will be tracked to evaluate overall program success:

1. The number of youth who successfully complete their treatment plan objectives, with a goal of a sixty percent successful discharge rate.

2. The number of youth who abstain from drug use as evidenced by urine screens. We predict that youth in the JDC program will have a 15% lower incidence of positive urine screens than youth in the control group.

3. The number of youth who successfully complete the program and then commit a new drug offense. We predict a 10% lower recidivism rates for youth who successfully discharge from the JDC compared to youth in the control group.
Project Schedule/Implementation

OJP plans on announcing the awards by August 2003. Awards will be processed and mailed by September 30, 2003. We anticipate a project start date of November 1, 2003.

Recommendation

It is recommended that the Dallas County Commissioners Court authorize the Juvenile Department to prepare and submit a formal grant application to the United States Department of Justice, Office of Justice Programs, Drug Courts Program Office for implementation of a juvenile drug court in Dallas County. It is also recommended that the Commissioners Court approves the Juvenile Department’s recommendation to authorize the Dallas County Judge to sign the Letter of Authorization designating the Dallas County Juvenile Department as the administering agency for the grant and Michael K. Griffiths, Director of the Juvenile Department, as the contact person authorized to sign and file the application electronically.

Recommended by: Michael K. Griffiths, Director
MEMORANDUM

May 7, 2003

TO: Honorable Commissioners Court

THROUGH: Ron Mackay, District Court Administrator
          Virginia Porter, County Auditor

FROM: Cris Gilbert, ADR Coordinator/Grant Administrator

SUBJECT: CPS Mediation Project Briefing and Court Order

The attached briefing and court order are being submitted simultaneously because of the contract term of Amendment #3. The term is February 1, 2003 through January 31, 2004. In order to remain in compliance with the contract, it is important that Amendment #3 be executed as soon as possible. The Amendment #3 was not received until May 5, 2003 from the Children’s Justice Act Grant To Texas. Once the briefing and court-order are approved, the Amendment #3 between Dallas County and the Texas Department of Protective and Regulatory Services can be executed and the signed original will be returned to Dallas County.

The approval and recommendations of the County Auditor are a part of the briefing and court-order.
DATE: May 7, 2003

TO: Commissioner’s Court

THROUGH: Virginia Porter
County Auditor
Ron Mackay
District Court Administrator

FROM: LaCrisia “Cris” Gilbert
ADR Coordinator/Contract Administrator

SUBJECT: Extension and Additional Funding of CPS Mediation Grant #9900-0419, Amendment #3

Background

The Texas Department of Protective and Regulatory Services (TDPRS) awarded contract no. 9900-0419 between TDPRS and Dallas County in June of 2000. On June 6, 2000, by Court Order #2000-1149, the Commissioners Court approved acceptance of the CPS Mediation project grant award from the Texas Department of Protective and Regulatory Services for funding in the amount of $68,525, with no County match requirement, and further authorized the County Judge to sign all related documents. The grant period and effective dates of the contract were from May 1, 2000 and continuing through August 30, 2001.

The Texas Department of Protective and Regulatory Services, granted an extension of contract no. 9900-0419 from August 30, 2001 through January 30, 2002, or until the remainder of the original grant was expended. On August 14, 2001, by Court Order 2001-1509, the Commissioners Court approved the extension of this contract and the approval for the authorization of the ADR Coordinator to administer the remainder of the grant with authority to sign and submit the request for reimbursements to the county. A second year of contract 9900-0419 was approved by Commissioner’s Court on April 16, 2002, by Court Order 2002-710, for the contract term February 1, 2002 to January 31, 2003.

The Dallas County CPS Mediation Project has been successful in improving the judicial handling of CPS cases by encouraging mediation as an alternative to trial, which has lowered court costs and lessened trauma for children in foster care.
The purpose of this briefing is to request approval of the third and final year of contract no. 9900-0419, effective from February 1, 2003 to January 31, 2004. The contract amount shall be in the amount of $86,540, to continue the Dallas County CPS Mediation Project, as described in the original agreement between the Texas Department of Protective and Regulatory Services and Dallas County.

**Operational Impact**

This program has been a joint project between the Family and Juvenile courts to expand the use of programs designed to facilitate settlement of CPS cases. Through educational programs regarding the use of alternative dispute resolution techniques, creative solutions have been implemented through the court-supervised program that has provided mediation prior to, or simultaneously with, scheduling a contested hearing.

The majority of the grant funds have been used to pay qualified mediators selected by the Family and Juvenile Court Judges, Dallas County District Attorney and the Texas Department of Protective and Regulatory Services.

**Financial Impact**

The full amount of the original grant award was $68,525 with $86,540 being granted for the second year. Of these amounts, $61,750 and $80,040 was budgeted in mediation fees. All budgeted mediation fees have been expended to date. The Texas Department of Protective and Regulatory Services, has third year funding available under this same contract in the amount of $83,540. This requires no County match and does not allow for the recovery of indirect costs. The acceptance of this grant will provide $69,600 for direct mediation reimbursements from TDPRS that the county would otherwise have to spend for mediation appointments of CPS cases. The payment process of the grant is a reimbursement process. The ADR Coordinator’s office, as lead agency, has served as grant and contracts administrator without additional compensation. The grant allows for on-going administrative costs at 15% of the mediation fees for the administration of the grant. (Please see CPS Mediation Project Budget). The CPS Mediation Project has saved the courts and county $155,065 over two years.

**Estimated Cost Savings of Mediation v. Litigation**

Dallas County, June 2000 - January 2003

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This cost/savings analysis is based on the number of hours (approx. 4.38 hrs.) in mediation times $100 per hour and the estimated number of trial hours (approx. 60 hrs.) times $100/hr per participant, i.e. attorneys, CPS, court staff).
Although substantial savings are realized when a mediated agreement eliminates the need for an adversarial hearing, it is my belief that the mediation process itself continues to have a genuine cost savings effect which lasts well beyond the hearing. In an adversarial hearing, the parents have very little input and control of the process. During adversarial proceedings, CPS is generally viewed as the "enemy." Genuine communication after an adversarial hearing is often emotionally and legally difficult. In the more informal mediation setting, the absence of the judge, bailiff, court reporter and legal rules helps to open up channels of communication. As a result of mediation, parents tend to better understand and accept the final disposition of the case. Mediation heightens accountability of the parties to abide by the agreements which they have personally made. As parties resolve issues by agreement, the necessity of court intervention is diminished. The end result is that money and time are saved as the total number and length of adversarial hearings per case is drastically reduced.

**Recommendation**

The Juvenile and Family District courts have utilized the services of this grant and would like to continue the CPS Mediation Project through the end of January, 2004. The courts also recommend the authorization of the ADR Coordinator to administer the remainder of the grant with authority to sign and submit the Request for reimbursement to TDPRS, with no County match, for the entire CPS Mediation project. It is expected that Commissioner’s Court will budget local funding to resume for these mediation services at the end of this contract year.

Attachments: Memo  
  Court-Order  
  Amendment #3  
  Original Contract
May 7, 2003

To: Commissioners' Court

From: Virginia Porter, County Auditor

Re: Administrative Fees related to Garnishments

BACKGROUND

Civil Practice & Remedies Sec. 63.006 - Administrative Fee for Certain Costs Incurred by Employers allows an administrative fee to be deducted from an employee's current wages to offset administrative cost incurred as the result of a withholding order as long as the order does not contain an express provision prohibiting such a fee. Family Code Sec. 158-204 - Employer May Deduct Fee From Earnings allows an employer to deduct an administrative fee of not more than $10 each month from the obligor's disposable earnings in addition to the amount to be withheld as child support.

The Auditor's office administers garnishments for child support, student loans, bankruptcy, and tax levies. A fee of $5.00 per month is currently charged for the child support orders. Although reimbursement is authorized for orders issued under Section 488 A, Part F, Subchapter IV, Higher Education Act of 1965 (20 U.S.C. Section 1095a), an administrative fee is not currently charged for student loans. A fee is not allowed for orders from the United States Bankruptcy Court or Internal Revenue Service.

FINANCIAL IMPACT

Increasing the administrative fee to $10 per month on the 360 support orders currently in place will result in additional revenue of $1,800 per month. Applying a $10 fee to the 60 student loans currently in place will result in $600 additional revenue per month. A total revenue increase of $28,000 annually will be realized based on current workload.

RECOMMENDATION

We recommend increasing the administrative fee for child support withholding orders and adding an administrative fee for student loan withholding orders to help offset the associated costs as soon as written notification can be given to employees.

Cc: Janet Ferguson
MEMORANDUM

TO: COMMISSIONERS COURT
FROM: Betty Culbreath, Director
DATE: May 13, 2003
SUBJECT: AMENDMENT TO TEXAS DEPARTMENT OF HEALTH CONTRACT #7560009056 2003, ATTACHMENT #10B, OPHP- BIOTERRORISM PREPAREDNESS - LAB

BACKGROUND

An amendment to Texas Department of Health (TDH) Contract #7560009056 2003, Attachment #10B, OPHP - Bioterrorism Preparedness-Lab has been received from TDH. This Attachment is being amended by TDH to add funds to the category of other for West Nile Virus surveillance, public education and training activities. The term of this contract amendment is June 1, 2002 through August 31, 2003.

OPERATIONAL IMPACT

Attachment #10B, OPHP - Bioterrorism Preparedness-Lab of the Texas Department of Health contract amendment will have no impact on operations.

FISCAL IMPACT

Attachment #10B, OPHP - Bioterrorism Preparedness-Lab adds $23,189 to the category of other for West Nile Virus surveillance, public education and training activities.

LEGAL IMPACT

The Commissioners Court is required to approve the amendment of Attachment #10B, OPHP - Bioterrorism Preparedness-Lab of the Texas Department of Health contract, and the County Judge is required to sign the contract on behalf of Dallas County.
RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the amendment to the Texas Department of Health Contract, and authorize the County Judge to sign the amendment on behalf of Dallas County.

Recommended by: Betty Culbrett, Director

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

**SUMMARY OF TRANSACTION:**

ATT NO. 10B: OPHP-BIOTERRORISM PREPAREDNESS-LAB

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

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

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

PERFORMING AGENCY:

DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: 

(Signature of person authorized to sign)

(Name and Title)

Date:

---

RECOMMENDED:

By:  

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

---

RECEIVING AGENCY:

TEXAS DEPARTMENT OF HEALTH

By:  

(Signature of person authorized to sign)

Eduardo J. Sanchez, M.D., M.P.H.
Commissioner of Health

(Name and Title)

Date:  5/1/03
### DETAILS OF ATTACHMENTS

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TDH Document No.7560009056 2003 Totals $11,739,389.00 $137,694.86 $11,877,083.86 Change No. 28

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.
DOCUMENY NO. 7560009056-2003
ATTACHMENT NO. 10B
PURCH A SE ORDER NO. 000CO11028

PERFORMING AGENCY: DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

RECEIVING AGENCY PROGRAM: OFFICE OF PUBLIC HEALTH PRACTICE

TERM: June 01, 2002 THRU: August 31, 2003

It is mutually agreed by and between the contracting parties to amend the conditions of Document No. 7560009056 2003-10A as written below. All other conditions not hereby amended are to remain in full force and effect.

SECTION I. SCOPE OF WORK, second paragraph, item B, is revised to include the following:

PERFORMING AGENCY shall train local staff and purchase supplies to conduct surveillance, plan appropriate control measures based on surveillance results, and conduct mosquito surveillance in order to determine where West Nile Virus is located in Texas and the species that are carrying the virus.

SECTION I. SCOPE OF WORK, second paragraph, item G, is revised to include the following:

PERFORMING AGENCY shall use funds to inform and educate the public regarding awareness and prevention of West Nile Virus infection.

SECTION II. SPECIAL PROVISIONS, Terms and Conditions of Payment Article, is revised to include the following:

Funds provided to PERFORMING AGENCY for the purchase of supplies for the prevention and education on West Nile Virus shall be spent no later than June 30, 2003. Claims for reimbursement for these funds must be received by RECEIVING AGENCY no later than July 31, 2003. Vouchers submitted for reimbursement must have West Nile Virus expenses itemized separately from other Bioterrorism expenses.
## REVISED CONTRACT BUDGET

### Financial Assistance

<table>
<thead>
<tr>
<th>OBJECT CLASS CATEGORIES</th>
<th>CURRENT APPROVED BUDGET (A)</th>
<th>CHANGE REQUESTED (B)</th>
<th>NEW OR REVISED BUDGET (C)</th>
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<td>Fringe Benefits</td>
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<td>Other</td>
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<td><strong>Total Direct Charges</strong></td>
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<td>127,873.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$3,303,868.00</strong></td>
<td><strong>$23,189.00</strong></td>
<td><strong>$3,327,057.00</strong></td>
</tr>
</tbody>
</table>

### Performing Agency Share:

| Program Income          | 0.00                         | 0.00                | 0.00                       |
| Other Match             | 0.00                         | 0.00                | 0.00                       |

### Receiving Agency Share:

| RECEIVING AGENCY SHARE  | $3,303,868.00 | $23,189.00 | $3,327,057.00 |
| PERFORMING AGENCY SHARE | $0.00          | $0.00      | $0.00          |

### Detail on Indirect Cost

<table>
<thead>
<tr>
<th>Rate</th>
<th>Base</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.00</td>
<td>$1,278,727.00</td>
<td>$127,873.00</td>
</tr>
</tbody>
</table>

**Budget Justification:** Increase due to one-time funding for West Nile Virus surveillance, public education and training activities.

---

Financial status reports are due the 30th of September, 30th of December, 30th of March, 30th of June, and the 30th of November.

Based on UGMS, indirect cost may be recovered up to 10% of the direct salary and wage costs of providing the service (excluding overtime, shift premiums, and fringe benefits).
TO: COMMISSIONERS’ COURT
FROM: BETTY CULBREATH, DIRECTOR HEALTH AND HUMAN SERVICES
DATE: May 13, 2003
SUBJECT: REQUEST FOR APPROVAL OF SUBGRANT AGREEMENT BETWEEN HOME LOAN COUNSELING CENTER AND AARP FOUNDATION

BACKGROUND
The Home Loan Counseling Center (HLCC) is HUD and FannieMae approved to perform Home Equity Conversion Mortgage (HECM) counseling to seniors and we have been doing this specialized counseling for two years. We currently average 20 HECM counseling appointments per month with seniors. In December 2002, the HLCC became certified by the national AARP Foundation to provide HECM counseling and we became listed in AARP’s national referral network. AARP has now selected the HLCC to participate in a Reverse Mortgage Counseling pilot project whereby we will receive monetary compensation for this service.

FISCAL IMPACT
This FY03 Subgrant Agreement between AARP and HLCC will pay $110 per client for HECM counseling, up to a maximum Subgrant of $3,400. HLCC must provide AARP with written documentation and signed counseling forms from clients when submitting billings to AARP for payment. As with all fee generated income received by the HLCC, the monies are forwarded to and deposited by the County’s CDBG department to be utilized for CDBG eligible activities.

OPERATIONAL IMPACT
The Subgrant period for this agreement is May 1, 2003 to September 30, 2003. At the present time the HLCC program operations already incorporate HECM counseling in its services and this Subgrant Agreement presents no added impact.

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

RECOMMENDATION
It is recommended that the Commissioners Court approve this Subgrant Agreement between AARP Foundation and the Dallas County Home Loan Counseling Center. Further, it is recommended that the County Judge be authorized to execute this agreement on behalf of Dallas County.

Recommended by: Betty Culbreath, Director

cc: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
Ryan Brown, Budget Officer
Rick Loessberg, Planning & Development
April 21, 2003

Ms. Jamie Fitchko
Administrator
Dallas County Home Loan Counseling Center
2377 N Stemmons Frwy #724
Dallas, TX 75207

Re: Subgrant Agreement with the AARP Foundation
Participating Counselor: Joyce M. Brown

Dear Ms. Fitchko:

Enclosed is a Subgrant Agreement between your organization (hereinafter the "Subgrantee") and the AARP Foundation (hereinafter referred to as the "Foundation"), which defines specific duties that the Subgrantee and the counselor named above agree to perform. All terms and conditions set forth in the Subgrant Agreement shall apply to both parties, unless subsequently amended by mutual written consent.

This Subgrant Agreement shall be effective at the time of acceptance by the Subgrantee, as confirmed by the signature on this document of the authorized official representing the Subgrantee. This Agreement will remain in effect through 09/30/03, and shall not exceed $3,400.

Two copies of the Agreement are enclosed. If the terms and conditions of this Agreement are acceptable, please keep one for your files, and sign, date and return the original within 15 calendar days of receipt (using the FedEx form provided) to:

Ms. Crystal Dabney, Program Specialist
AARP Foundation-HUD Reverse Mortgage Counseling Project
601 E Street, NW Room B5-550
Washington, DC 20049

Sincerely,

Susan A. Miler
Director of AARP Foundation Programs

Enclosures (2 sets)
SUBGRANT AGREEMENT

Between the

AARP Foundation

And

Dallas County Home Loan Counseling Center
SUBGRANT AGREEMENT

This Agreement will serve as a Subgrant between Dallas County Home Loan Counseling Center, (hereinafter referred to as the Subgrantee) and the AARP Foundation, for Subgrantee services under Grant # HC-02-0000-011, awarded by the U.S. Department of Housing and Urban Development (HUD). This Agreement defines specific duties, as set forth in Exhibits A, Scope of Work (hereinafter referred to as “Work”). All Work shall be performed in a skillful and professional manner. All other Exhibits (B-G) of this Agreement shall also be complied with by the Subgrantee. These Exhibits are as follows:

B. AARP Foundation Counseling Protocol
C. Budget and Rate and Manner of Compensation
D. Certifications and Assurances
E. Terms and Conditions
F. Required Reports, Due Dates and Sample Quarterly Reimbursement Request Form
G. Security and Confidentiality Agreement

This Subgrant is awarded with federal funds received by the AARP Foundation from the U.S. Department of Justice, and what follows are requirements for the Subgrantee. The parties should understand that there might be, from time to time, additional requirements placed upon the Subgrantee because of requirements placed upon the Grantee. The Subgrantee hereby agrees to accept those additional requirements. The following OMB Circulars shall apply to the Subgrantee, if applicable:

A-110 -- “Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations”: Procurement Standards

A-122 -- “Cost Principles for Nonprofit Organizations”: Allowable Costs of Activities Conducted by Nonprofit Organizations

A-133 -- “Audits of Institutions of Higher Education and Other Nonprofit Institutions”

The AARP Foundation’s contact person for this Agreement is Bronwyn Belling, Project Manager, who shall review all work performed, receive all products, reports and materials produced for the Foundation under this Agreement; and approve or reject the work. The Subgrantee shall revise the materials to incorporate revisions suggested by Foundation staff, as designated by the contact persons.

The Budget, Rate and Manner of Compensation are set forth in Exhibit C. The AARP Foundation will not supply office space or secretarial assistance to the Subgrantee, and the
Foundation will not reimburse Subgrantee for securing same except as provided for in Exhibit C. The Subgrantee must submit reimbursement requests for services rendered. The Subgrantee understands that reimbursement for expenditures is dependent upon timely submission of reimbursement requests, consistent with **Exhibit C: Budget, Rate and Manner of Compensation**. In the event that the Subgrantee fails to submit reimbursement requests for rendered services within 30 days of the expiration date of this Agreement, the Subgrantee will be deemed to have forfeited its claim to reimbursement for those services.

Except as provided for in Exhibit B, the Subgrantee shall be responsible for all costs and expenses incident to the performance of services for the AARP Foundation.

Reimbursement request form (See Sample Exhibit F) must be sent electronically to the AARP Foundation as generated using the Project’s online client management and referral database. **These requests shall be submitted on a quarterly basis, and must reference Cost Center Number 54296000.**

All payments pursuant to this Agreement shall be made in accordance with the Subgrant’s **Terms and Conditions**, after approval by **Bronwyn Belling**, of the work performed (Exhibits A, B and C), and receipt of reimbursement requests and required Deliverables and Reports, in accordance with Exhibits E and F.

The Subgrantee understands that the AARP Foundation’s insurance does not provide protections for the Subgrantee as an insured or as an additional insured.

The AARP Foundation’s contact person shall review all Work performed or produced by the Subgrantee pursuant to this Agreement, and shall determine, as the Project Manager, whether in her reasonable discretion, such Work is in accordance with Exhibits A, B and C. Work which is not satisfactory shall be returned to the Subgrantee, which shall continue to make appropriate revisions until the work, in the contact people’s reasonable discretion, is determined to be satisfactory, or until the Agreement is terminated as set forth below.

Payment(s) shall become due to the Subgrantee only after the Project Manager is reasonably satisfied with the work performed or produced by the Subgrantee.

The Subgrantee agrees that all materials which are produced under this Agreement are produced as “work(s) made for hire” for the AARP Foundation, and shall belong exclusively to the AARP Foundation and its designees, which may use or authorize others to use such materials for any purpose with or without attribution. To the extent that under applicable law, any such Work may not be considered a “work(s) made for hire,” the Subgrantee agrees to assign, and upon its
creation, automatically assigns exclusively to the AARP Foundation, for the full period allowable under law, all its right, title and interest, including all statutory and common law copyright, and any other intellectual property in such Work, without the necessity of any further consideration

The Subgrantee agrees to take such further actions, and execute and deliver such further agreements and other instruments as the AARP Foundation may reasonably request to give effect to this paragraph. Unless otherwise provided by this Agreement, the Subgrantee shall mark all copyrightable deliverables with the following notice: "© Copyright (insert year) AARP Foundation. All rights Reserved." This notice shall be in such manner and location as to give reasonable notice of the AARP Foundation's copyright claim.

The Subgrantee may include in the Work pre-existing work or materials only if either they are provided by the AARP Foundation, or if they are owned or licensable by the Subgrantee without restriction. To the extent that pre-existing work or materials owned or licensable by the Subgrantee are included in the Work, the Subgrantee shall identify such work or materials upon their submission to the AARP Foundation. The Subgrantee grants to the AARP Foundation (as an exception to the transfer and assignment provided for above) an irrevocable, unrestricted, nonexclusive, royalty-free license to use, execute, reproduce, display, perform, and distribute (internally and externally and regardless of media or mediums) copies of, and the right to prepare derivative works based upon, such pre-existing work and materials, with or without attribution, and the right to authorize others to do the same. The Subgrantee's performance of the services called for by this Agreement shall not violate any contracts with third parties; or any third party rights in any patent, trademark, copyright, trade secret, or similar right.

The Subgrantee shall report to the AARP Foundation promptly, and in reasonable detail, each notice or claim of copyright infringement based on the performance of this Agreement of which the Subgrantee has knowledge. In the event of any claim or suit because of any alleged infringement arising out of the performance hereunder, the Subgrantee shall furnish to the AARP Foundation, when requested, all evidence and information in possession of the Subgrantee pertaining to such suit or claim.

Should the Subgrantee have access to any AARP trade secrets, AARP membership information, including but not limited to member names, addresses and/or telephone numbers, or other confidential information, the Subgrantee agrees that it shall not use, disclose, sell, transfer, copy or allow access to such information, except as authorized by the AARP Foundation in writing. The Subgrantee agrees to institute and maintain reasonable security precautions to ensure the protection of AARP Foundation confidential information.

The Subgrantee further agrees that upon reasonable notice, the AARP Foundation shall have the right to conduct on-site inspections to ensure that such reasonable security precautions are in place. The AARP Foundation's decision not to exercise this right shall in no way limit the Subgrantee's duties, obligations and responsibilities.
Except as provided herein, the Subgrantee agrees that, unless prior written consent of the AARP Foundation is obtained, the Subgrantee shall not, either during the term of this Agreement or at any time thereafter, divulge, use for the benefit of, or make accessible to any person either (1) Materials produced under this Agreement, or (2) information with respect to the AARP Foundation that the Subgrantee may have gained in the course of performing services or furnishing work product pursuant to this Agreement. The Subgrantee shall not at any time use the AARP Foundation's name, trademark or trade name without the prior written consent of the AARP Foundation.

The Subgrantee agrees that in the performance of this Agreement, it will not discriminate or permit discrimination against any person or group of persons on the grounds of age, disability, sex, race, color, religion, national origin or any other protected classification, or in any other manner prohibited by law.

The AARP Foundation, in whole, may terminate this Agreement or in part, whenever the AARP Foundation, in its sole discretion, shall determine that such termination is in the best interest of the AARP Foundation. Any such termination shall be by written notice to the Subgrantee. Payment for satisfactory materials delivered, satisfactory work performed and/or covered expenses incurred up to the date of termination, computed in accordance with the terms of this Agreement, shall be made to the Subgrantee, but not in excess of the total amount provided for by this Agreement. Except as provided above, the AARP Foundation shall not be obligated to make any further payments to the Subgrantee after the date of termination.

Upon termination of this Agreement, the Subgrantee shall promptly return to the AARP Foundation all AARP Foundation data, lists, labels, records, confidential information, parts or materials of whatever nature or kind, and regardless of format or medium, including any copies thereof. The Subgrantee shall also furnish to the AARP Foundation all Work in progress, including all incomplete Work.

The Subgrantee shall indemnify the AARP Foundation, its subsidiaries, affiliates, successors, and assigns, and defend and hold them harmless from any and all loss, damage, or expenses, including reasonable attorneys' fees, that may be suffered or incurred by reason of the Subgrantee's breach of this Agreement. In the event of unauthorized disclosure of AARP membership information, damages shall include loss rental value of such information and damage to AARP's reputation, standing and integrity with its members. The cancellation, termination, or expiration of this Agreement shall not affect the continuing obligations under this provision.

If the terms and conditions of this letter are agreeable to you, please sign, date, and return the original using the FedEx mailing label provided to Crystal Dabney, Program Specialist, AARP Reverse Mortgage Project, AARP Foundation, 601 E Street, N.W. Room B5-550, Washington, D.C. 20049.
Failure to sign and return one original copy of this Agreement within TEN working days of receipt may result in cancellation of the Agreement. No work under this Agreement may commence until AARP Purchasing has received a fully executed Agreement, and the Subgrantee has been so notified. The second copy if for your files.

ACCEPTED AND AGREED TO:

GRANTEE: AARP FOUNDATION
BY: ___________________________ Date: ____________
  Christine Donohoo, Director

AND ___________________________ Date: ____________
  Margaret Keliher, County Judge

AND APPROVED AS TO FORM: ___________________________ Date: ____________
  Janet Ferguson, Deputy Chief Civil Section

RECOMMENDED: ___________________________ Date: ____________
  Betty Culbreath, Director Dallas County Health & Human Services

Subgrantee: DALLAS COUNTY HOME LOAN COUNSELING CENTER

BY: ___________________________ Date: ____________
  Signature of Primary Authorized Official

  AUTHORIZING OFFICIAL: ___________________________ (Print Name)

BY: ___________________________ Date: ____________
  Signature of Secondary Authorized Official

  AUTHORIZING OFFICIAL: ___________________________ (Print Name)

BY: ___________________________ Date: ____________
  Signature of Participating Counselor

  PARTICIPATING COUNSELOR: M. Joyce Brown

EMPLOYER TAX ID NO (EIN) 75-60009

PRIMARY TELEPHONE NUMBER: (214) 819-6060
To: Commissioners Court

Through: Dan Savage, Assistant Administrator for Operations

From: Chris Thompson, Director, Communications & Central Services

Subject: Annual Contract for Verizon Services

Background of Issue
There are two incumbent local exchange carriers (ILECs) in Dallas County. (ILEC is a term derived from the Telecommunications Act of 1996 which is used to describe telephone companies that were providing local service when the act was enacted). These ILECs are SBC (Southwestern Bell) and Verizon (previously GTE). Each of these two have areas of the County where they are the primary providers of transmission and switching services.

The County uses Verizon as the local telephone service provider in those areas where Verizon is the ILEC. Currently, these services are procured through the State contract for local telephone service. This is a month-to-month arrangement. Verizon is offering reduced pricing if these services are placed on term contracts. This briefing examines these offers.

Impact on Operations
None. There will be no change in service. The only change will be the price.

Financial Considerations
These offers involve two areas of service – local telephone service and routing of 911 traffic to the Dallas County Public Safety Answering point (PSAP).

A review of service provided by Verizon indicates there are 34 lines for which the monthly recurring can be reduced by $6.45 per line by placing them on a one year contract.

| FY03 savings | $877.20 |
| FY04 reduction | $2,631.60 |

Current monthly charges for 911 connectivity is $2,691.78. Consolidating these fees into a single contract would reduce this amount to $2,240.01.

| FY03 savings | $1,807.00 |
| FY04 reduction | $5,421.24 |
Total financial impact is as follows:

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<td>FY03 savings</td>
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<tr>
<td>FY04 reduction</td>
<td>$8,052.84</td>
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<td></td>
<td>$10,737.04</td>
</tr>
</tbody>
</table>

**Legal Considerations**
Service agreements are attached and were provided to the Civil Section of the District Attorney’s Office.

**Recommendation**
Place the service outlined above on annual contracts. The FY03 savings and FY04 reductions should be used to offset the 10% reduction for the FY04 budget.

CT/sh
Attachment
APPLICATION FOR SERVICE
(State Tariff)

Customer Name: Dallas County Juvenile

Main Billing Tel. No: 972-496-1282

Address: 1111 Belt Line Rd
Garland, Texas 75040

Customer applies for and agrees to purchase from the undersigned Verizon operating telephone company the services identified below and as further described in Verizon's applicable tariffs (the "Services"), for a minimum period of Twelve (12) consecutive months following execution of this Application and commencement of Services hereunder (the "Service Period"). The Services will be provided subject to the terms and conditions of Verizon's applicable tariffs in effect during the Service Period (the "Tariffs"), which are incorporated by this reference, and subject to the availability of suitable facilities.

If Customer terminates this Application or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon any termination and cancellation charges specified in the Tariffs. The rates for the Services shall be as set forth in the Tariffs, which rates are summarized below. Customer shall also pay all applicable charges, fees, taxes and tariff surcharges, including federal End User Common Line Charges, charged pursuant to applicable law, regulations or Tariffs.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Service</th>
<th>Monthly Unit Rate</th>
<th>Non-recurring Charges / Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Single Line EAS (12-month commitment)</td>
<td>$43.20</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Multi Line EAS (12-month commitment)</td>
<td>$49.20</td>
<td></td>
</tr>
</tbody>
</table>

The Services will be provided at the following Customer locations:

1111 Belt Line Rd Garland, Texas 75040

The provision of any additional locations and/or quantities of Services will be subject to Verizon's applicable Tariffs. Additional charges may also be required if suitable facilities are not available to provide the Services at any locations.

Verizon may assign or transfer part or all of this Application to any of its affiliates. Upon reasonable prior written notice to Verizon and consistent with applicable Tariff supersede or other regulatory requirements, Customer may assign or transfer this Application to any company that is the successor to substantially all of its assets. All other attempted assignments shall be void without the prior written consent of the other party.

Upon signature below by both parties, this Application and the Tariffs constitute the entire agreement between Customer and Verizon regarding the Services, and supersede all prior oral or written quotations, communications, understandings or agreements. In the event of a conflict between the Tariffs and this Application, the Tariffs shall control. Each party represents that its execution of this Application is based solely on its independent assessment of the rights and obligations set forth herein and not on any other oral or written quotations, communications, understandings or agreements.

AGREED AND ACCEPTED:

[insert Customer's full corporate name] (Customer)

Verizon (insert remainder of Verizon corp. name)

By ________________________________
Name/title __________________________
Date ________________________________

(Generic-State-S-030302)
APPLICATION FOR SERVICE
(State Tariff)

Customer Name: Dallas County Health Dept.
Address: 1235 S. Josey Lane
          Carrollton, Texas 75006
Main Billing Tel. No: 214-390-8121

Customer applies for and agrees to purchase from the undersigned Verizon operating telephone company the services identified below and as further described in Verizon’s applicable tariffs (the “Services”), for a minimum period of Twelve (12) consecutive months following execution of this Application and commencement of Services hereunder (the “Service Period”). The Services will be provided subject to the terms and conditions of Verizon’s applicable tariffs in effect during the Service Period (the “Tariffs”), which are incorporated by this reference, and subject to the availability of suitable facilities.

If Customer terminates this Application or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon any termination and cancellation charges specified in the Tariffs. The rates for the Services shall be as set forth in the Tariffs, which rates are summarized below. Customer shall also pay all applicable charges, fees, taxes and tariff surcharges, including federal End User Common Line Charges, charged pursuant to applicable law, regulations or Tariffs.

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<tr>
<th>Quantity</th>
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<th>Monthly Unit Rate</th>
<th>Non-recurring Charges / Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Single Line EAS (12-month commitment) IOSC 20638</td>
<td>$43.20</td>
<td>-</td>
</tr>
</tbody>
</table>

The Services will be provided at the following Customer locations:

1235 S. Josey Lane  Carrollton, Texas 75006

The provision of any additional locations and/or quantities of Services will be subject to Verizon’s applicable Tariffs. Additional charges may also be required if suitable facilities are not available to provide the Services at any locations.

Verizon may assign or transfer part or all of this Application to any of its affiliates. Upon reasonable prior written notice to Verizon and consistent with applicable Tariff supersede or other regulatory requirements, Customer may assign or transfer this Application to any company that is the successor to substantially all of its assets. All other attempted assignments shall be void without the prior written consent of the other party.

Upon signature below by both parties, this Application and the Tariffs constitute the entire agreement between Customer and Verizon regarding the Services, and supersede all prior oral or written quotations, communications, understandings or agreements. In the event of a conflict between the Tariffs and this Application, the Tariffs shall control. Each party represents that its execution of this Application is based solely on its independent assessment of the rights and obligations set forth herein and not on any other oral or written quotations, communications, understandings or agreements.

AGREED AND ACCEPTED:

[insert Customer’s full corporate name] (Customer)
By ____________________________
Name/title ____________________________
Date ____________________________

VERIZON [insert remainder of Verizon corp. name]
By ____________________________
Name/title ____________________________
Date ____________________________

(Generic-State-5-050302)
APPLICATION FOR SERVICE
(State Tariff)

Customer Name: Dallas County
Address: 1137 S. Jupiter Rd
Garland, Texas 75042

Main Billing Tel. No: 972-487-0171

Customer applies for and agrees to purchase from the undersigned Verizon operating telephone company the services identified below and as further described in Verizon's applicable tariffs (the "Services"), for a minimum period of Twelve (12) consecutive months following execution of this Application and commencement of Services hereunder (the "Service Period"). The Services will be provided subject to the terms and conditions of Verizon's applicable tariffs in effect during the Service Period (the "Tariffs"), which are incorporated by this reference, and subject to the availability of suitable facilities.

If Customer terminates this Application or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon any termination and cancellation charges specified in the Tariffs. The rates for the Services shall be as set forth in the Tariffs, which rates are summarized below. Customer shall also pay all applicable charges, fees, taxes and tariff surcharges, including federal End User Common Line Charges, charged pursuant to applicable law, regulations or Tariffs.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Service</th>
<th>Monthly Unit Rate</th>
<th>Non-recurring Charges / Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Single Line EAS (12-month commitment) IOSC 20638</td>
<td>$43.20</td>
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</tr>
<tr>
<td>9</td>
<td>Multi Line EAS (12-month commitment) IOSC 20639</td>
<td>$49.20</td>
<td></td>
</tr>
</tbody>
</table>

The Services will be provided at the following Customer locations:
1137 S. Jupiter Rd  Garland, Texas 75042

The provision of any additional locations and/or quantities of Services will be subject to Verizon's applicable Tariffs. Additional charges may also be required if suitable facilities are not available to provide the Services at any locations.

Verizon may assign or transfer part or all of this Application to any of its affiliates. Upon reasonable prior written notice to Verizon and consistent with applicable Tariff supersede or other regulatory requirements, Customer may assign or transfer this Application to any company that is the successor to substantially all of its assets. All other attempted assignments shall be void without the prior written consent of the other party.

Upon signature below by both parties, this Application and the Tariffs constitute the entire agreement between Customer and Verizon regarding the Services, and supersede all prior oral or written quotations, communications, understandings or agreements. In the event of a conflict between the Tariffs and this Application, the Tariffs shall control. Each party represents that its execution of this Application is based solely on its independent assessment of the rights and obligations set forth herein and not on any other oral or written quotations, communications, understandings or agreements.

AGREED AND ACCEPTED:

[insert Customer's full corporate name] (Customer)
By ____________________________
Name/title ____________________________
Date ____________________________

VERIZON [insert remainder of Verizon corp. name]
By ____________________________
Name/title ____________________________
Date ____________________________
APPLICATION FOR SERVICE
(State Tariff)

Customer Name: Dallas County

Address: 3306 W. Walnut St.
Garland, Texas 75042

Main Billing Tel. No: 972-485-6871

Customer applies for and agrees to purchase from the undersigned Verizon operating telephone company the services identified below and as further described in Verizon’s applicable tariffs (the “Services”), for a minimum period of Twelve (_12_) consecutive months following execution of this Application and commencement of Services hereunder (the “Service Period”). The Services will be provided subject to the terms and conditions of Verizon’s applicable tariffs in effect during the Service Period (the “Tariffs”), which are incorporated by this reference, and subject to the availability of suitable facilities.

If Customer terminates this Application or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon any termination and cancellation charges specified in the Tariffs. The rates for the Services shall be as set forth in the Tariffs, which rates are summarized below. Customer shall also pay all applicable charges, fees, taxes and tariff surcharges, including federal End User Common Line Charges, charged pursuant to applicable law, regulations or Tariffs.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Service Description</th>
<th>Monthly Unit Rate</th>
<th>Non-recurring Charges / Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Single Line EAS (12-month commitment) IOSC 20638</td>
<td>$43.20</td>
<td></td>
</tr>
</tbody>
</table>

The Services will be provided at the following Customer locations:

3306 W. Walnut St.  Garland, Texas 75042

The provision of any additional locations and/or quantities of Services will be subject to Verizon’s applicable Tariffs. Additional charges may also be required if suitable facilities are not available to provide the Services at any locations.

Verizon may assign or transfer part or all of this Application to any of its affiliates. Upon reasonable prior written notice to Verizon and consistent with applicable Tariff supersede or other regulatory requirements, Customer may assign or transfer this Application to any company that is the successor to substantially all of its assets. All other attempted assignments shall be void without the prior written consent of the other party.

Upon signature below by both parties, this Application and the Tariffs constitute the entire agreement between Customer and Verizon regarding the Services, and supersede all prior oral or written quotations, communications, understandings or agreements. In the event of a conflict between the Tariffs and this Application, the Tariffs shall control. Each party represents that its execution of this Application is based solely on its independent assessment of the rights and obligations set forth herein and not on any other oral or written quotations, communications, understandings or agreements.

AGREED AND ACCEPTED:

[insert Customer's full corporate name]  (Customer)

By

Name/title

Date

VERIZON [insert remainder of Verizon corp. name]

By

Name/title

Date
APPLICATION FOR SERVICE
(State Tariff)

Customer Name: Dallas County

Main Billing Tel. No: 972-240-3007

Address: 715 Rowlett Rd
           Garland, Texas 75043

Customer applies for and agrees to purchase from the undersigned Verizon operating telephone company the services identified below and as further described in Verizon’s applicable tariffs (the “Services”), for a minimum period of Twelve (12) consecutive months following execution of this Application and commencement of Services hereunder (the “Service Period”). The Services will be provided subject to the terms and conditions of Verizon’s applicable tariffs in effect during the Service Period (the “Tariffs”), which are incorporated by this reference, and subject to the availability of suitable facilities.

If Customer terminates this Application or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon any termination and cancellation charges specified in the Tariffs. The rates for the Services shall be as set forth in the Tariffs, which rates are summarized below. Customer shall also pay all applicable charges, fees, taxes and tariff surcharges, including federal End User Common Line Charges, charged pursuant to applicable law, regulations or Tariffs.

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<th>Service</th>
<th>Monthly Unit Rate</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Single Line EAS (12-month commitment) IOSC 20638</td>
<td>$43.20</td>
<td></td>
</tr>
</tbody>
</table>

The Services will be provided at the following Customer locations:

715 Rowlett Rd. Garland, Texas 75043

The provision of any additional locations and/or quantities of Services will be subject to Verizon’s applicable Tariffs. Additional charges may also be required if suitable facilities are not available to provide the Services at any locations.

Verizon may assign or transfer part or all of this Application to any of its affiliates. Upon reasonable prior written notice to Verizon and consistent with applicable Tariff supersede or other regulatory requirements, Customer may assign or transfer this Application to any company that is the successor to substantially all of its assets. All other attempted assignments shall be void without the prior written consent of the other party.

Upon signature below by both parties, this Application and the Tariffs constitute the entire agreement between Customer and Verizon regarding the Services, and supersede all prior oral or written quotations, communications, understandings or agreements. In the event of a conflict between the Tariffs and this Application, the Tariffs shall control. Each party represents that its execution of this Application is based solely on its independent assessment of the rights and obligations set forth herein and not on any other oral or written quotations, communications, understandings or agreements.

AGREED AND ACCEPTED:

[insert Customer’s full corporate name] (Customer)
By __________________________________________
Name/title _____________________________________
Date ________________

VERIZON [insert remainder of Verizon corp. name]
By __________________________________________
Name/title _____________________________________
Date ________________

(Generic-State-S-050302)
### APPLICATION FOR SERVICE

**Customer Name:** Dept. of Health  
**Main Billing Tel. No.:** 972-259-4309  
**Address:** 440 S. Nursery Rd  
Irving, Texas 75060

Customer applies for and agrees to purchase from the undersigned Verizon operating telephone company the services identified below and as further described in Verizon's applicable tariffs (the "Services"), for a minimum period of twelve (12) consecutive months following execution of this Application and commencement of Services hereunder (the "Service Period"). The Services will be provided subject to the terms and conditions of Verizon's applicable tariffs in effect during the Service Period (the "Tariffs"), which are incorporated by this reference, and subject to the availability of suitable facilities.

If Customer terminates this Application or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon any termination and cancellation charges specified in the Tariffs, which rates are summarized below. Customer shall also pay all applicable charges, fees, taxes and tariff surcharges, including federal End User Common Line Charges, charged pursuant to applicable law, regulations or Tariffs.

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<th>Monthly Unit Rate</th>
<th>Non-recurring Charges / Unit</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>ISDN BRI (12-month commitment) IOSC 06655</td>
<td>$69.41</td>
<td></td>
</tr>
</tbody>
</table>

The Services will be provided at the following Customer locations:

440 S. Nursery Rd. Irving, Texas 75060

The provision of any additional locations and/or quantities of Services will be subject to Verizon's applicable Tariffs. Additional charges may also be required if suitable facilities are not available to provide the Services at any locations.

Verizon may assign or transfer part or all of this Application to any of its affiliates. Upon reasonable prior written notice to Verizon and consistent with applicable Tariff supersede or other regulatory requirements, Customer may assign or transfer this Application to any company that is the successor to substantially all of its assets. All other attempted assignments shall be void without the prior written consent of the other party.

Upon signature below by both parties, this Application and the Tariffs constitute the entire agreement between Customer and Verizon regarding the Services, and supersede all prior oral or written quotations, communications, understandings or agreements. In the event of a conflict between the Tariffs and this Application, the Tariffs shall control. Each party represents that its execution of this Application is based solely on its independent assessment of the rights and obligations set forth herein and not on any other oral or written quotations, communications, understandings or agreements.

**AGREED AND ACCEPTED:**

[insert Customer's full corporate name] (Customer)  
By __________________________________________  
Name/title ___________________________________  
Date _________________________________________

VERIZON [insert remainder of Verizon corp. name]  
By __________________________________________  
Name/title ___________________________________  
Date _________________________________________
APPLICATION FOR SERVICE  
(State Tariff)

<table>
<thead>
<tr>
<th>Customer Name:</th>
<th>Dallas County 9-1-1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Billing Tel. No:</td>
<td>to be assigned</td>
</tr>
<tr>
<td>Address:</td>
<td>Records Bldg.</td>
</tr>
<tr>
<td></td>
<td>509 Mail</td>
</tr>
<tr>
<td></td>
<td>Dallas, Texas 75202</td>
</tr>
</tbody>
</table>

Customer applies for and agrees to purchase from the undersigned Verizon operating telephone company the services identified below and as further described in Verizon’s applicable tariffs (the “Services”), for a minimum period of twelve (12) consecutive months following execution of this Application and commencement of Services hereunder (the “Service Period”). The Services will be provided subject to the terms and conditions of Verizon’s applicable tariffs in effect during the Service Period (the “Tariffs”), which are incorporated by this reference, and subject to the availability of suitable facilities.

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</tr>
</thead>
<tbody>
<tr>
<td>[Insert service as it appears in tariff. Use tab key to add additional lines.]</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEE ATTACHMENT – MRC $2,240.01</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Services will be provided at the following Customer locations:

Dallas County 9-1-1

The provision of any additional locations and/or quantities of Services will be subject to Verizon’s applicable Tariffs. Additional charges may also be required if suitable facilities are not available to provide the Services at any locations.

Verizon may assign or transfer part or all of this Application to any of its affiliates. Upon reasonable prior written notice to Verizon and consistent with applicable Tariff supersedure or other regulatory requirements, Customer may assign or transfer this Application to any company that is the successor to substantially all of its assets. All other attempted assignments shall be void without the prior written consent of the other party.

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AGREED AND ACCEPTED:

Dallas County (Customer)  
By: ____________________________  
Name/title: _______________________  
Date: ____________________________

VERIZON Southwest  
By: ____________________________  
Name/title: _______________________  
Date: ____________________________
May 7, 2003

TO: The Honorable Commissioners Court

FROM: Robbie Placino, Senior Buyer

SUBJECT: Annual Contract for the Purchase of New Print Toner Cartridges and Ribbons; Bid #2003-059-1296.

Background/Issue

On March 11, 2003, the Commissioners Court awarded the aforementioned contract to GSL Graphic Sources Unlimited (GSL) for the period of March 11, 2003 through March 10, 2004. A portion of this contract was awarded to GSL and they do not have the required workmen's compensation insurance coverage and general liability coverage as per the terms and conditions of the contract.

GSL has submitted a signed affidavit showing GSL to be a single proprietorship and does not have any employees. Therefore, GSL is not required to maintain workmen's compensation and general liability insurance. Additionally, deliveries are done by common carrier.

Financial Impact

Dallas County Auditor's Office is currently holding payment of invoices in the amount of approximately $14,000.00.

Recommendation

The Purchasing Department recommends that the workmen's compensation insurance and general liability insurance be waived and payment of all invoices being held by the Auditor's Office be released.

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

Recommended for Approval by:

Phillip J. Vasquez, Purchasing Director
ORDER NO. ________________

DATE: ________________________

STATE OF TEXAS §

COUNTY OF DALLAS §

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

WHEREAS, on March 11, 2003, the Commissioners Court awarded item 1 through 8 of Bid Number 2003-059-1296, "Annual Contract for the Purchase of New Toner Print Cartridges and Ribbons", to GSL Graphic Sources Unlimited, for the amount of $23,428.00, and

WHEREAS, on April 1, 2003, it was discovered that GSL Graphic Sources Unlimited does not have the required workers compensation and general liability insurance coverages; and

WHEREAS, GSL Graphic Sources Unlimited (GSL) have submitted a signed affidavit showing (GSL) to be a single proprietorship, that (GSL) does not have any employees and is not required to maintain a workers compensation insurance, that (GSL) uses a common carrier to transport its products to Dallas County and is not required to have a general liability insurance coverage; and

WHEREAS, the Purchasing Department recommends, that the workers compensation insurance and general liability coverage be waived and process payment of all invoices being held by the Auditor’s office for GSL Graphic Sources Unlimited.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court authorizes Bid #2003-059-1296 to GSL Graphic Sources Unlimited be amended to exclude the workers compensation insurance and general liability requirement and authorize the Auditor’s office to process payment of all invoices being held.

DONE IN OPEN COURT this the ___________________ day of ________________________, 2003.

Margaret Keliher, County Judge
Jim Jackson, District #1
Mike Cantrell, District #2

John Wiley Price, District #3
Kenneth A. Mayfield, District #4

Recommended by: Phillip J. Vasquez -- Purchasing Dir /rp
AFFIDAVIT

STATE OF TEXAS
COUNTY OF DALLAS

On this day Robert P. Ives personally appeared before me, the undersigned Notary Public, and after being duly sworn stated the following under oath.

My name is Robert P. Ives I am over 21 years of age, and I am of sound mind. I have never been convicted of a felony, and I am fully competent to make this affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am an owner of a company known as GSL (Graphic Sources Un-ltd), a sole proprietorship.

GSL does not have any employees, and therefore, is not required to maintain workers compensation insurance.

GSL uses a common carrier to transport its products to its customers in Dallas County. Therefore, no insurance is required for this reason, as well.

Robert P. Ives

SUBSCRIBED AND SWORN TO BEFORE ME on this 27th day of April, 2003.

WANDA J. SMITH
Notary Public
STATE OF TEXAS
My Comm. Expires 01-28-2008

WANDA J. SMITH
Notary Public in and for the State of Texas
April 30, 2003

TO: The Honorable Commissioners Court

FR: Robbie Placino, Senior Buyer

SUBJECT: Annual Contract for Water Conditioning, Chemical Treatment & Associated HVAC Services Bid # 2001-112-858

Background/Issue
On May 1, 2002, the Commissioners Court awarded the aforementioned contract to Chem Aqua for the period of May 1, 2001 through April 30, 2003. The contract provides chemicals and consultant services to the HVAC units located in various County facilities. In accordance with the contract terms and upon mutual agreement, the contract may be extended for a second twelve-month period based on the existing terms, conditions and pricing set forth. As a result of Chem Aqua’s compliance with the contract specifications, the Facilities Management Department requests that the County exercise the remaining twelve-month extension option contained within Bid # 2001-112-858.

Chem Aqua has agreed to extend Bid# 2001-112-858 for a second twelve-month period based on the existing monthly service rate and in accordance with the contract terms and conditions. Chem Aqua’s monthly service fee of $3,251.83 reflects an overall average savings of between 5.5% – 86.8% when compared to the monthly service fees charged by the remaining bidders.

Financial Impact
Dallas County currently incurs expenditures of $39,021.93 per year for HVAC services in accordance with the facilities, terms and conditions outlined in Bid# 2001-112-858.

Recommendation
In accordance with the terms and conditions set forth in Bid# 2001-112-858, the Purchasing Department recommends that the Annual Contract for Water Conditioning, Chemical Treatment & Associated HVAC Services be extended for an additional twelve month period as awarded to Chem Aqua beginning May 1, 2003 through April 30, 2004. At an estimated cost of $39,021.93.

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

Recommended for Approval by:

[Signature]

Phillip J. Vasquez, Purchasing Director
May 5, 2003

TO: The Honorable Commissioners Court

FROM: Willa Roberts, Purchasing Supervisor

SUBJECT: Contract Extension: Bid Number 2002-091-1111 “Annual Contract for Asphalt Road Surfacing Product”

BACKGROUND/ISSUE:

On May 21, 2002, the Commissioners Court, at their regularly scheduled session, authorized the award of Bid No., 2002-091-1111 to various vendors, for the period of June 20, 2002 through June 19, 2003. The Road and Bridge Districts 1, 2, 3 and 4 have requested that bid number 2002-091-1111, be extended for an additional thirty (30) days to allow adequate time to revise the specifications.

All vendors have agreed to extend the contract for the above mentioned services in accordance with all of the existing terms, conditions and pricing set forth and awarded.

FINANCIAL IMPACT:

Based upon payment records, Dallas County incurred expenditures Year-to-Date approximately $726,631.16 for product as outlined in Bid #2002-091-1111.

RECOMMENDATION:

It is the recommendation of the Purchasing Department in concurrence with the Road & Bridge Districts 1, 2, 3, and 4 that the County Commissioners Court authorizes a thirty (30) day extension of Bid No.2002-091-1111 “Annual Contract for Asphalt Road Surfacing Products”, based upon all the terms, conditions and pricing set forth, effective June 20, 2003 through July 31, 2003.

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

RECOMMENDED FOR APPROVAL:

[Signature]

Phillip J. Vasquez, Purchasing Director
May 7, 2003

To: Members of Commissioners Court

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

Subject: Agreement with MHN Services for the Employee Assistance Program  
and Mental Health Claims Administration

Background
The Public Employee Benefit Cooperative (PEBC) has recommended the attached Administrative  
Services Agreement (attached) for Plan Year 2003 with one-year renewable options with MHN  
Services. This Agreement will provide a capitated Employee Assistance Program for all eligible  
employees and dependents. It will also provide adjudication of mental health and substance  
abuse claims in the County’s self-insured medical plans.

Impact on Operations
The Agreement supports the self-insured Medical Benefits Program.

Financial Impact
The funds for this Agreement are budgeted in, and will be paid from, the Benefit Trust.

Recommendation
The Human Resources/Civil Service Department recommends Commissioners Court approve the  
Administrative Services Agreement with MHN Services for Plan Year 2003 and authorize the  
County Judge to sign the Agreement on behalf of the County.

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

Attachment
This Administrative Services Agreement ("Agreement") is made and entered into to be effective on January 1, 2003 (the "Effective Date") by and between MHN SERVICES ("MHN"), a California corporation, and the County of Dallas in the State of Texas ("Plan Sponsor").

WITNESSETH

WHEREAS, Plan Sponsor has established a self-funded PPO health benefit plan, a self-funded EPO health benefit plan, and a capitated Employee Assistance Program (EAP) for integrated managed care and EAP services ("the Plans") covering eligible employees, their dependents and other eligible persons (collectively, "Members"); and

WHEREAS, Plan Sponsor exercises discretionary authority or control respecting management of the Plans in that Plan Sponsor has authority to appoint the Plan Administrator for the Plans and/or to amend or terminate the Plans; and

WHEREAS, Plan Sponsor is a member of the Public Employee Benefits Cooperative of North Texas (PEBC) and appoints the PEBC as its Plan Administrator; and

WHEREAS, MHN is in the business of providing administrative services in connection with the provision of mental health and substance abuse services covered under self-funded plans and EAP programs; and

WHEREAS, Plan Sponsor wishes to engage MHN to provide such services and MHN wishes to provide the same on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Definitions

1.1 "Alternate Treatment" means a planned, medical therapeutic program for persons with Mental Disorders, which includes diagnosis, medical care, and treatment when the patient does not require full-time hospitalization, but does need more intensive care than traditional outpatient visits.

1.2 "Authorization" means a decision issued in writing by the MHN Medical Director or his/her designee, that employer health benefit plan benefits are payable for Covered Services that a Member will receive or has received.

1.3 "Chemical Dependency" means psychological or physical dependency on alcohol or other mind-altering drugs that requires diagnosis, care, and treatment.

1.4 "Co-payment" means the payment to be collected directly by the Participating Practitioner or Non-Participating Practitioner and Participating Facility or Non-Participating Facilities from the Member for Covered Services in the amount set forth in the Plans.

1.5 "Covered Services" means those Medically Necessary Services provided for in the Plans and set forth related to Mental Disorders, Chemical Dependency, or Substance Abuse.

1.6 "Critical Incident Stress Debriefing (CISD)" - a group meeting or discussion regarding a distressing and traumatic incident in the workplace, which is part of the EAP program. These meetings are conducted by specially trained and qualified MHN providers and generally are conducted at the workplace.
1.7 “Dependent” Any person who is an eligible dependent as defined by Plan Sponsor’s medical plan.

1.8 “EAP Program” The EAP Program means the Employee Assistance Program as described in Exhibit E and, for the EPO and PPO Plans, means the capitated plan for a specific number of office visits as outlined on Exhibit E.

1.9 “Eligible Employee” An individual who, for purposes of the Plan, is an eligible and active employee, eligible COBRA member or eligible retiree enrolled in the EPO or PPO medical plan. For purposes of the EAP portion of the Plan, an individual who is an Eligible Employee enrolled in the EPO or PPO medical plan, an active employee who has opted-out of the employer plan, (if employer allows opt-out), or an active employee enrolled in Plan Sponsor’s HMO plan (if applicable).

1.10 “Emergency” – A serious medical condition or symptom resulting from injury, sickness or mental illness which arises suddenly and, in the judgment of a reasonable person, requires immediate care and treatment, generally administered with twenty-four (24) hours of onset to avoid jeopardy to the life or health of a covered person.

1.11 “Facility” means any premises owned, leased, managed, used or operated, directly or indirectly, by or for the benefit of a Participating or Non-Participating Facility to provide Covered Services to Members.

1.12 “Hospital” means any duly licensed and accredited acute care psychiatric facility or psychiatric unit in a general acute care hospital which provides inpatient care and is engaged in providing facilities and services for the diagnosis and treatment of Mental Disorders.

1.13 “Medical Director” means a physician licensed to practice medicine and employed by MHN to coordinate and monitor the quality management, utilization management, and provider services responsibilities for MHN.

1.14 “Medically Necessary Service” (also “Medically Necessary” or “Medical Necessity”) means a psychiatric and/or other related health care services proposed by a Provider, which must meet all of the following conditions as determined by MHN:

   1. The requested services provide for the diagnosis and/or active treatment of a covered current DSM–IV Axis I Mental Disorder or substance-related disorder.

   2. The proposed treatment plan represents an active, necessary and appropriate intervention for the timely resolution of the Member’s symptoms and the restoration to baseline level of functioning. The proposed services are not primarily custodial in nature.

   3. The type, level and length of the proposed services and setting are consistent with MHN’s level of care criteria and guidelines and are rendered in the least restrictive level of care in which the patient can be safely and effectively treated.

   4. The proposed treatment is not experimental in nature; that is, its safety and efficacy have been clearly demonstrated and widely accepted in the modern psychiatric literature.

   5. The proposed treatment plan has been demonstrated in peer-reviewed journals to be at least equally effective in bringing about a rapid resolution of symptoms when compared to possible alternative treatment interventions.

   6. The proposed treatment plan utilizes clinical services in an efficient manner when compared to alternative treatment interventions and contributes to effective management of the Member’s benefit. Treatment is provided by a mental health professional licensed to practice independently who meets MHN’s credentialing standards.

1.15 “Member” Any individual who, pursuant to this Administrative Services Agreement and the Plan Sponsor’s applicable health benefits plan Summary Plan Document, is eligible to receive Covered Services as an Eligible Member under the Plans.
1.16 "Mental Disorder" means a mental condition that meets all of the following conditions:

1. it is a clinically significant behavioral or psychological syndrome or pattern;
2. it is associated with a painful syndrome, such as distress;
3. it impairs a patient's ability to function in one or more major life activities; and
4. it is a condition listed as an Axis I Disorder (except for V Codes) in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders by the American Psychiatric Association (DSM).

1.17 "Mental Healthcare Services" means those services determined to be Medically Necessary Services for the treatment of a Mental Disorder.

1.18 "Non-Participating Practitioner" means a provider who is not a Participating Practitioner or Participating Facility.

1.19 "Outpatient" means an ambulatory Member receiving Covered Services who has not been admitted to a Hospital or Facility.

1.20 "Participating Facilities" means a duly licensed and accredited psychiatric Hospital or units of medical hospitals and residential facilities that provide inpatient and/or residential care for the diagnosis and Medically Necessary treatment of Mental Disorders as covered by this plan, and has agreed, by signing a provider agreement with MHN, to accept the provisions of the applicable agreement, including the contractually agreed upon compensation as the total charge, whether paid for fully by Plan Sponsor through MHN or requiring cost sharing by the Member.

1.21 "Participating Practitioner" means a practitioner who furnishes behavioral healthcare services to Members and has agreed, by signing a provider agreement with MHN, to accept the provisions of the applicable agreement, including the contractually agreed upon compensation as the total charge, whether paid for fully by Plan Sponsor through MHN or requiring cost-sharing by the Member.

1.22 "Plans" means the self-funded EPO medical plan and the self-funded PPO medical plan.

1.23 "Provider" means a practitioner, Facility, or Hospital furnishing Behavioral Healthcare Services to Members, whether or not such provider is a Participating Practitioner.

1.24 "Serious Mental Illness (SMI)" - The following are Mental Disorders for which diagnosis and Medically Necessary treatment is covered by MHN pursuant to the requirements of the Texas mental health parity law as further described in this Agreement:

1. Schizophrenia
2. Paranoid & Other Psychotic Disorders
3. Bipolar Disorders
4. Major Depressive Disorders
5. Schizo-Affective Disorders
6. Pervasive Developmental Disorders
7. Obsessive Compulsive Disorders
8. Depression in Childhood and Adolescence

1.25 "Substance Abuse" means the addiction, abuse, or psychological/physical dependence on alcohol or a controlled substance.
2. DUTIES OF PLAN SPONSOR

2.1 Plans

Plan Sponsor shall have final authority regarding the choice of benefits and provisions included in the Plans. Plan Sponsor further agrees to abide by and observe the provisions of the Plans, and agrees to design the Plans to encourage the use of MHN’s Participating Practitioners and Participating Facilities.

2.2 Eligibility

Plan Sponsor shall

1. In a mutually agreeable format, provide MHN with an initial Eligibility File and updates no less than once monthly containing the names of all Members and any other information that is necessary to administer the Plans;

2. Assist MHN when necessary in determining the eligibility of Members;

3. Promptly advise MHN of any changes in the Plan Sponsor’s organization, which might affect the status of the Plan as in effect on the effective date of the change;

4. Provide MHN with such additional information with respect to matters incidental to the Plan as may be requested by MHN from time to time; and

5. Be responsible for errors based on incorrect or outdated eligibility information and shall reimburse MHN for any claims paid as a result of such information, except that Plan Sponsor shall not be responsible for errors due to MHN’s untimely loading of eligibility information.

2.3 Summary Plan Documents

Plan Sponsor shall provide MHN a copy of the Summary Plan Document and Plan Booklet for the Plans, as revised from time-to-time. Plan Sponsor represents that for each of the Plans, the benefits, limitations, exclusions and coverage provisions are contained in a Plan Document, which satisfies the requirements of a Summary Plan Description (“SPD”). It is acknowledged that MHN does not have discretionary authority to determine whether claims are payable under the Plan. The Plan Administrator has the authority to interpret the plan provisions and exercise discretion where necessary. Plan Sponsor, not MHN, is the final arbiter of all determinations regarding the payment and denial of benefits under the Plans. It is understood and agreed that Plan Sponsor, and not MHN, shall at all times be solely responsible for the form and content of all plan documents and plan booklets, for the compliance of all such documents with state and federal law and regulations, for the validity and legal affect thereof, and for the adoption of the Plans and all modifications.

3. DUTIES OF MHN

3.1 Intake Line

MHN shall establish and operate a toll-free telephone number, which shall be made available to Members and staffed by MHN twenty-four (24) hours per day, seven (7) days per week. By calling the Intake Line, Members may obtain information regarding Covered Services and programs available, applicable procedures, and referrals to Participating Practitioners and Participating Facilities.

3.2 Claims Processing

MHN shall, in accordance with the terms of this Agreement:

1. Determine the amount of benefits payable under the Plans, and adjudicate and pay claims in accordance with the applicable Summary Plan Description, as may be modified from time to time;
2. Supervise the administration and adjudication of all claims and verify the accuracy and computation of claims in accordance with the Plans;

3. Maintain accurate records of all claim payments;

4. Maintain separate Member claim records of expenses not covered by the Plans;

5. Subject to the provisions of this Agreement and in accordance with state or federal regulations, receive claims in electronic or paper format and pay claims in a timely manner;

6. Investigate, coordinate and administer coordination of benefit provisions, evidence of third party liability and COB/Medicare provisions in accordance with provisions of the Plans and applicable state and federal regulations;

7. Inform providers and Members, upon request, of the status of any claim, and endeavor to resolve promptly any claim for which payment was denied;

8. Release benefit checks to the payee via regular U.S. Postal Service mail. Subject to the terms of this Agreement, the frequency of such check releases shall not be less than once each week.

9. Provide an Explanation of Benefits form ("EOB") in a mutually agreed format in conjunction with the payment or denial of each claim;

10. Provide prompt written notice of the reason for any claim denial, in whole or in part, stating the reason for the claim denial;

11. Respond to and investigate claim appeals in accordance with the appeals process outlined in this Agreement, the Plans and required by applicable law, and conduct a fair and impartial claims review, as necessary, including coordination with the applicable provider or medical management service; and

12. For any inpatient services requiring pre-authorization and delivered by a Non-Participating Practitioner, negotiate an allowable charge maintaining written documentation of such negotiation attempts.

13. In the event that, upon review of a claim, MHN determines that it is a valid claim for Covered Services provided to a Member, it shall pay such claim on behalf of Plan Sponsor as follows: (i) if the claim is submitted and for services rendered by a Participating Practitioner or Participating Facilities, the claim shall be paid in accordance with MHN's Agreement with such Participating Practitioners; and (ii) if the claim is submitted by a Non-Participating Practitioner or a Member and is for services rendered by a Non-Participating Practitioner, the claim shall be paid according to the Plan and at an allowable that is the lesser of the Non-Participating Practitioner's billed charges or the Usual and Customary (U & C) fee for such services calculated at the 80th percentile. It is specifically agreed by and between the parties hereto that Plan Sponsor shall have the final authority, obligation, and responsibility for payment or denial of payment of all claims hereunder.

14. At the option of Plan Sponsor, and unless otherwise agreed to, MHN will process Run-In claims at the compensation rate described in this Agreement. As used in this Agreement, "Run-In" claims are those claims submitted to MHN by or on behalf of Members for services incurred prior to the effective date of the Agreement and may be considered benefits covered by the Plans.

15. Unless otherwise agreed to prior to the effective termination date of this Agreement, in the event this Agreement is terminated and upon Plan Sponsor's written request, MHN will process EPO, PPO and EAP Run-Off claims for a period of ninety (90) days ("Run-Off Period") following the effective termination date of this Agreement. Unless otherwise agreed to, Run-Off Claims compensation paid shall be calculated at an amount equal to seventy-five percent (75%) of the applicable compensation fee in place on the last date this Agreement is in force. All other terms of this Agreement shall be in force during the Run-Off period. Run-Off Claims are defined as claims submitted to MHN by or on behalf of Members for services incurred during
the term of the Agreement but received after the effective date of termination, and those claims received by
the MHN but not paid on or before the effective date of termination of this Agreement.

16. In the event that MHN becomes aware of legal action, or the potential for legal action, on account of the
failure to pay any claim (whether full or partial) for services provided to a Member, MHN shall notify Plan
Sponsor as soon as reasonably possible.

3.3 Provider Network

MHN shall establish and maintain a national network of Participating Practitioners and Participating Facilities,
sufficient in size to render Covered Services to Members. MHN shall not be responsible for establishment and
maintenance of a network of Providers outside the United States and shall assume no liability for any services
provided outside of the United States. In the event that a Member receives services from Providers outside the
United States, Plan Sponsor hereby agrees to indemnify, defend, and hold harmless MHN and its directors, officers,
employees, and agents, for and against, any and all claims, liabilities, actions, expenses, and fees in connection with
or arising out of the provision of services by Providers outside the United States.

3.4 Communications to Members

MHN shall provide to Plan Sponsor, at no additional cost, its standard EAP Program posters, payroll stuffers, and
flyers in a sufficient number as requested by the Plan Administrator. MHN shall provide access to its EAP Program
Internet websites and materials, subject to Plan Administrator approval. Plan Sponsor shall produce and provide to
Members all Plan documents, including summary plan descriptions and EPO/PPO privacy notices as required by
state and federal laws and regulations. Prior to annual enrollment, MHN shall provide to Plan Sponsor, at no
additional cost, accurate EAP brochures in a quantity sufficient to provide a brochure to each Member eligible for
EAP services, including new employees hired during the calendar year.

3.5 Reports to Plan Sponsors

MHN shall provide Plan Sponsor with the reports described in Exhibit B, attached hereto and made a part hereof, at
the intervals described therein.

3.6 Quality Management/Utilization Management Program

MHN shall implement and operate their standard Quality Management/Utilization Management Program, a current
description of which is contained in Exhibit C, attached hereto, pursuant to which MHN makes recommendations to
Plan Sponsor regarding whether services provided to a Member constitute Medically Necessary Services and meet
the quality standards prevailing in the community. MHN shall have the right, in its sole discretion, to modify the
program from time to time at which time a copy of the amended Program shall be provided to the Plan
Administrator.

3.7 Grievance and Appeals

MHN shall maintain a procedure for complaints, grievances, requests for reconsideration and appeals as set forth in
Exhibit D herein.

3.8 Employee Assistance Program

MHN shall provide services in connection with Plan Sponsor's Employee Assistance Program ("EAP") as described
in Exhibit E attached here to and made a part hereof.

3.9 Plan Administration

MHN shall administer the Plans in accordance with Plan Sponsor's Summary Plan Documents.
3.10 Performance Guarantees

The parties agree to the Performance Guarantees set forth in Exhibit F.

3.11 Stoploss Coverage

Plan Sponsor shall have final authority in the decision regarding any company or companies chosen to provide stoploss protection under the Plans. The Plan Sponsor shall be solely responsible for payment of all premiums required by such company or companies. MHN shall comply with the provisions of the applicable Plan Sponsor stoploss coverage policy, a copy of such policy is to be provided by Plan Sponsor. MHN will use its best efforts to pay eligible claims, which may affect a recovery under stoploss coverage, provided MHN receives such claims at least fifteen (15) days prior to the end of the relevant stoploss period. MHN's failure to provide timely notice as required by the stoploss coverage policy or to administer claims in accordance with this Agreement resulting in the denial of stoploss claim reimbursement to Plan Sponsor, shall be considered a material breach of this Agreement. MHN agrees to maintain records of all claims records for a period not less than seven (7) years.

3.12 Forms 1099

MHN shall file all applicable Forms 1099 to the Internal Revenue Service in a timely manner. MHN will calculate Forms 1099 based on the calendar year checks generated to providers of services to Members. Forms 1099 will be mailed to the provider of service and include the employer identification number provided to MHN.

4. COMPENSATION OF MHN

4.1 Compensation and Fees

In consideration of the services to be provided hereunder, Plan Sponsor shall pay to MHN an amount equal to one dollar and sixty-two cents ($1.62) per month per Eligible Employee for the Managed Care Program; and two dollars and twenty-three cents ($2.23) per month per Eligible Employee for the Employee Assistance Program ("Initial Compensation"), which shall be due and payable within sixty (60) days of the first day of the applicable month during the term hereof. Failure by Plan Sponsor to pay MHN according to the terms of this Agreement will be considered a material breach of this Agreement.

4.2 Compensation and Fee Cap

The Initial Compensation as specified in this Agreement, shall remain in effect for the Initial Term of this Agreement. In the event Plan Sponsor renews the Agreement for the calendar year 2004, MHN guarantees the 2004 compensation amount shall not exceed an amount greater than 10% above the Initial Compensation rate. Thereafter, new compensation may be specified by MHN upon prior written notice to Plan Administrator no earlier than one hundred eighty (180) days prior to the end of any calendar year.

4.3 Claims Payment Funding

1. Claims payment funding shall be made from Plan Sponsor funds transmitted by wire transfer or ACH. MHN shall provide Plan Sponsor with electronic weekly reports listing a detailed report of claims paid. MHN’s obligation to pay claims hereunder is expressly conditioned upon the Plan Sponsor’s timely transfer of funds. MHN shall not be responsible for paying claims in the event the amounts so transferred are insufficient.

2. Plan Sponsor shall not be liable, nor advance its funds, for the payment of EAP claims. MHN shall not be liable, nor advance its funds, for the payment of EPO or PPO claims under the Plan, reinsurance premiums, or monies owed to its providers of goods or services, which are the responsibility of Plan Sponsor. MHN shall not be considered the insurer or underwriter of the liability of Plan Sponsor to provide benefits for the Members covered under the EPO or PPO plans, and Plan Sponsor shall have final responsibility and liability for payment of claims in accordance with the provision of the Plans.
3. MHN shall, for any payment to a Provider made in error and for which claim funding has been received from Plan Sponsor, return such payment to Plan Sponsor within fifteen (15) days of the discovery of the error. Payment shall be made in the form of a check made payable to Plan Sponsor.

4. MHN shall, for any claim funded by Plan Sponsor as a result of a MHN claim payment and the MHN check is returned, voided or otherwise not cashed within one hundred eighty days of the check date, refund the full amount of the claim to Plan Sponsor. Refund shall be in the form of a check made payable to Plan Sponsor and mailed no later than two hundred forty (240) days from the check date.

5. TERM AND TERMINATION

5.1 Initial Term

This Agreement shall commence upon the 1st day of January, 2003 (the “Effective Date”), and shall continue in effect for a period of twelve (12) months, through the 31st day of December, 2003 (Initial Term). This Agreement shall thereafter be automatically renewed for additional “Renewal Periods” of one (1) year each, unless and until terminated as provided in this Agreement.

5.2 Termination

MHN or Plan Sponsor may terminate this Agreement “without cause” at the end of the “Initial Term” with at least one hundred twenty (120) days written notice prior to the end of the Initial Term period or prior to the end of any subsequent “Renewal Period.” If at any time during the term of this Agreement, Plan Sponsor ceases to be a member of the PEBC, this Agreement will terminate effective the last day of the month following Employer’s last date of PEBC membership.

Either party may terminate this Agreement “with cause” with thirty (30) day advance notice in writing to the other party if: (a) it is established that either party needs and has not secured a license, governmental approval, or exemption in accordance with applicable laws or regulations in order to enter into or perform this Agreement; or (b) either party materially breaches this Agreement in any manner, and the breaching party fails to take reasonable steps to cure the breach, or a plan for cure is not agreed to by the parties within a period of thirty (30) days after the breaching party receives written notice specifying the nature of the breach and requesting that it be cured. Plan Sponsor’s failure to make payment to MHN in accordance with the terms of this Agreement is considered a material breach.

5.3 Fiscal Funding

Notwithstanding anything to the contrary, the obligation of Plan Sponsor is contingent upon the availability of appropriated funds. In the event no funds or insufficient funds are appropriated to meet its obligations under the Agreement, Plan Sponsor may terminate this Agreement without penalty. MHN shall be entitled to compensation for services performed prior to the date of termination.

5.4 Material Adverse Change in Insurance Coverage

Plan Sponsor may terminate this Agreement immediately upon a material adverse change in the status of the professional liability insurance coverage of MHN, such that the professional liability insurance coverage no longer meets the requirements of this Agreement.

5.5 Material Adverse Change in Financial Condition

Either party may terminate this Agreement immediately upon a material adverse change in the status of the other’s financial condition. A material adverse change in financial condition shall be deemed to have occurred if: (i) Plan Sponsor or MHN becomes insolvent or admits in writing its inability or refusal to pay debts as they become due; or (ii) Plan Sponsor’s or MHN’s audited or interim financial statements indicate that Plan Sponsor or MHN’s current assets are less than current liabilities, computed in accordance with generally accepted accounting principles, consistently applied; or (iii) If either party shall become insolvent, have a receiver of its assets or property appointed...
or make a general assignment for the benefit of creditors, or institute or cause to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

5.6 Claims and Utilization Information Following Termination

No later than thirty (30) days following the effective date of termination of this Agreement and at the end of an applicable Run-Out period, MHN will provide Plan Sponsor, with Plan Sponsor's data related to electronic claims data files, utilization files and any industry normal and standard information necessary to effect a smooth transition to another company selected by Plan Sponsor, subject to compliance with all applicable laws and regulations. Plan Sponsor agrees to reimburse MHN applicable postage costs related to the transfer of such information provided MHN obtains prior written Plan Sponsor approval prior to incurring such expense. All files shall be in a mutually agreeable electronic format, and Claim files shall include file layout information, detailed Member claim records, Member accumulator information detailing the status of Plan deductibles, coinsurance and plan limitations, and applicable eligibility records. Such information will be provided in a mutually agreeable format. MHN shall also provide, within thirty (30) days following the date of termination of this Agreement, all applicable records pertaining to stoploss reimbursement, subrogation and third-party reimbursement, and claims overpayment information. MHN shall cooperate fully to assist Plan Sponsor in an effective and efficient transition of services described in this Agreement.

5.7 Obligation Following Termination

Following the effective date of termination of this Agreement, the provisions of this Agreement shall be of no further force or effect, except as otherwise defined under the terms of this Agreement and except that each party to this Agreement shall remain liable for any obligations or liabilities arising from activities carried on by such party prior to the effective date of termination. The provisions hereof relating to privacy and confidentiality of and access to medical information, proprietary information, and continuation of services shall survive termination of the Agreement.

6. ACCESS TO BOOKS AND RECORDS

6.1 Access to Eligibility Records

Plan Administrator shall provide MHN with an initial Eligibility File and updates no less than once monthly containing the names of all Members and any other information that is necessary to administer the Plans and the EAP Program. Subject to the privacy and confidentiality provisions of this Agreement, Plan Administrator agrees that MHN may have access to the eligibility records specific to EPO, PPO and EAP membership, and, on thirty (30) days written notice and at reasonable times, during normal business hours, Monday through Friday of each week, to verify the number of Members reported by Plan Sponsor hereunder. This provision shall continue for three (3) years following the termination of this Agreement.

6.2 Audit

MHN shall maintain books of accounts and supporting documents for its services hereunder in accordance with generally accepted accounting principles consistently applied. Subject to applicable privacy and confidentiality provisions of this Agreement, MHN agrees that Plan Sponsor or its authorized agent may inspect and audit, at Plan Sponsor's sole cost and expense, such books and accounts. MHN will, with thirty (30) days written notice from Plan Sponsor, allow Plan Sponsor or an authorized agent of the Plan to inspect all information and files maintained by MHN. Such agent that has access to the information and files maintained by MHN will agree to not disclose any proprietary or confidential information pursuant to privacy and confidentiality provisions of this Agreement. All such audits shall take place at the offices of MHN during its normal business hours. At a minimum, MHN will provide claims information and data extraction, explanation of system functionality to aid in the determination of specific claim outcomes, review of Participating Provider agreements and responding to questions on an as-needed basis. Rights of access and audit continue for three (3) years following the termination of this Agreement. If an audit discloses that MHN has made any overpayment of any claim for Covered Services, MHN shall have thirty (30) days from the time the final audit report is provided to confirm such audit findings. If the audit findings are confirmed by MHN, it shall make all reasonable efforts to recover any overpayment on behalf
of Plan Sponsor, in accordance with MHN's policies and procedures: provided, however, that MHN shall not be required to initiate any legal or arbitration proceeding for the recovery of any such overpayment.

7. PROPRIETARY RIGHTS

Plan Sponsor acknowledges that MHN has developed and will develop in connection with this Agreement, certain systems, symbols, trademarks, service marks, designs, data, processes, plans, procedures, and information, all of which are proprietary information and trade secrets of MHN (collectively "Materials"). Materials include, without limitation, materials relating to the Quality Management/Utilization Management Program, the Intake line and Member material prepared by MHN and the Clinical Information Management Systems ("CIMS"). Plan Sponsor shall not use Materials, except as expressly contemplated by this Agreement, without the prior written consent of MHN, and shall cease any and all usage of Materials immediately upon the termination of this Agreement. Plan Sponsor is the owner of all data records forwarded to MHN.

8. MISCELLANEOUS

8.1 Privacy and Confidentiality

Each party shall maintain the confidentiality of information in its possession contained in the records of Members in accordance with applicable state and federal laws and regulations or other applicable law. Plan Sponsor and MHN shall maintain the confidentiality of any Protected Health Information ("PHI") in accordance with any applicable laws and regulations. The parties hereby agree to the terms of the Business Associate Agreement, attached as Exhibit A and incorporated herein by this reference. At all times during the term of this Agreement, Plan Administrator, acting on behalf of the Plans and the Plan Sponsor, may transmit to and receive from MHN, PHI as is necessary for the parties to perform their respective obligations set forth herein. If a party hereto engages in an electronic transaction for which the Secretary of Health and Human Services has adopted a standard pursuant to 45 CFR part 162, then such party is responsible for ensuring compliance with the adopted standard. Any party hereto using de-identified information shall be responsible for ensuring such information complies with the requirements of 45 CFR 164.514.

8.2 Relationship of the Parties

In the performance of the work, duties and obligations of the parties to this Agreement, the parties shall at all times be acting and performing as independent contractors. No relationship of employer and employee, or partners, or joint venturers is created by this Agreement, and neither party may therefore make any claim against the other party for social security benefits, workers' compensation benefits, unemployment insurance benefits, vacation pay, sick leave, or any other employee benefit of any kind.

8.3 Assignments/Subcontracting

Neither party shall have the right to assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. MHN may assign this Agreement or delegate any rights or obligation hereunder to a wholly owned subsidiary of MHN, provided, however, that MHN retains full responsibility and liability for the performance of the Agreement.

8.4 Notices

Any notice or other communication made or contemplated by this Agreement must be in writing and shall be deemed to be effective three (3) days after mailing and must be either (a) deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, or (b) sent by recognized overnight delivery service, in either case properly addressed to the other party at the address set forth below, or at such other address as such party shall specify from time to time by written notice delivered in accordance herewith:

MHN: MHN Services
1600 Los Gamos Drive, Suite 300
San Rafael, CA 94903
8.5 3rd Party Beneficiaries

The obligations of each party to this Agreement shall inure solely to the benefit of the other party, and no Member, Participating Provider or other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce or enjoy any benefit created or established under this Agreement.

8.6 Provisions Separable

The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision.

8.7 Headings

The headings of the various sections of this Agreement are inserted merely for the purpose of convenience and do not expressly or by implication limit, define, or extend the specific terms of the section so designated.

8.8 Force Majeure

Neither party shall be liable, nor deemed to be in default, for any delay or failure to perform under this Agreement deemed to result, directly or indirectly, from any cause beyond the reasonable control of either party, including without limitation, acts of God, civil or military authority, acts of public enemy, fires, floods, strikes or regulatory delay or restraint. In the event performance must be suspended for any reason due to impossibility of performance within the meaning of this Section, the parties agree to provide timely notice of the existence of such conditions to the other party. In such event, the parties may negotiate and proceed in good faith with the goal and intent of preserving this Agreement and the rights of the parties, to the end of providing normal services as provided herein as nearly as is practicable under the circumstances.

8.9 Waiver of Breach

The pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition or violation of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

8.10 Applicable Law

The validity and interpretation of this Agreement, and the rights and obligations of the parties hereunder, shall be governed by the laws of the State of Texas.

8.11 Exhibits

The exhibits attached to this Agreement are an integral part of this Agreement and are incorporated herein by reference.
8.12 Indemnification

MHN will indemnify and hold Plan Sponsor harmless from and against any loss, cost, damage, expense or other liability, including, without limitation, court costs and reasonable attorney fees incurred in connection with any and all third party claims, suits, investigations, or enforcement actions, which may be asserted against, imposed upon, or incurred by Plan Sponsor and arising as a result of MHN's negligent acts or omissions or willful misconduct or MHN breach of this Agreement. To the extent permitted by law without the establishment of a sinking fund, Plan Sponsor will indemnify and hold MHN harmless from and against any costs for claims which may be asserted against, imposed upon or incurred by MHN and arising as a result of Plan Sponsor's negligent acts or omissions or willful misconduct, benefit design and coverage decisions, or breach of this Agreement. Any obligations of either Plan Sponsor or MHN herein to defend, indemnify, and hold the other harmless from damages, expenses, and costs arising from legal actions or investigations shall inure also to the respective employees, agents, directors and officers of Plan Sponsor or MHN acting pursuant to or in furtherance of this Agreement who become subject to or are witnesses in legal actions or investigations regarding this Agreement.

8.13 Insurance

MHN shall maintain a policy of Professional Liability Insurance to include errors and omissions coverage in an amount not less than three million dollars ($3,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate for the policy year. MHN shall provide Plan Sponsor with a certificate evidencing such insurance is current at all times during the term of this Agreement.

8.14 Legal Expenses and Notification

In the event either party elects to incur legal expenses to enforce any provision of this Agreement, the prevailing party will be entitled to recover such legal expenses, including without limitation, reasonable attorney's fees including any fees incurred on appeal, costs and necessary disbursements, in addition to any other relief to which such party shall be entitled. MHN shall promptly notify Plan Sponsor if it becomes aware that a Member or other person, provider or organization has filed a claim or given written notice of intent to commence a suit or other action against Plan Sponsor, the Plan(s), MHN or Plan Administrator in connection with this Agreement.

8.15 Amendment

This Agreement may be amended in writing as mutually agreed upon by the parties.

8.16 Entire Agreement

This Agreement and all exhibits and other documents furnished pursuant to this Agreement and expressly made a part hereof shall constitute the entire agreement relating to the subject matter hereof between the parties hereto, and supersedes all other agreements, written or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first set forth above.

“Plan Sponsor”
The County of Dallas
Attn: Margaret Keliher, County Judge
411 Elm Street – Second Floor
Dallas, Texas 75202

By: __________________________
Name: _________________________
Title: __________________________
Date: _________________________

“MHN”
MHN Services
1600 Los Gamos Drive
Suite 300
San Rafael, CA 94903

By: __________________________
Name: _________________________
Title: __________________________
Date: _________________________
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EXHIBIT A
BUSINESS ASSOCIATE AGREEMENT

I. Definitions

(a) Business Associate. "Business Associate" shall mean MHN.

(b) Plan Sponsor. "Plan Sponsor" shall mean Dallas County.

(c) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(e) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of the Plan.

(f) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(h) Plan. "Plan" shall mean EPO and PPO self-funded medical plans and the EAP program of the PEBC Plan Name(s) for which Vendor provides mental health and EAP services, which is/are a Covered Entity(ies) subject to the Privacy Rule.

(i) PEBC. "PEBC" shall mean the Public Employees Benefits Cooperative, which acts as an agent of Plan Sponsor as administrator of the Plan.

II. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this BA Agreement, the [Contract] or as Required By Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BA Agreement.

(d) Business Associate agrees to report to Plan Sponsor and the PEBC, on behalf of the Plan, any use or disclosure of the Protected Health Information not provided for by this BA Agreement of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Plan, agrees to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of the Plan, and in a timely manner, to Protected Health Information in a Designated Record Set, to the Plan; to a representative of the Plan, including the PEBC or the Plan Sponsor, as directed by the Plan; or to an Individual in order to meet the requirements under 45 CFR 164.524.
(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Plan directs or agrees to pursuant to 45 CFR 164.526 at the request of the Plan or an Individual, and in a timely manner.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, the Plan available to the Plan, or to the Plan’s designated representative, including the PEBC, or to the Secretary, in a timely manner or as otherwise designated by the Secretary, for purposes of the Secretary determining the Plan’s compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Plan to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Plan, or its representative as directed by the Plan, including the PEBC, or an Individual, in a timely manner, information collected in accordance with Section II.i. of this BA Agreement, to permit the Plan to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. Permitted Uses and Disclosures by Business Associate

A. General Use and Disclosure Provisions

Except as otherwise limited in this BA Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Plan as specified in the Agreement with the Plan Sponsor, provided that such use or disclosure would not violate the Privacy Rule if done by the Plan or the minimum necessary policies and procedures of the Plan.

B. Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this BA Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in this BA Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that such disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this BA Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to the Plan as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

IV. Obligations of Plan and Plan Sponsor

(a) Plan Sponsor, on behalf of the Plan shall notify Business Associate of any limitation(s) in its notice of privacy practices of the Plan in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of Protected Health Information.

(b) Plan Sponsor, on behalf of the Plan, shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate’s use or disclosure of Protected Health Information.
(c) Plan Sponsor, on behalf of the Plan shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that the Plan has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by the Plan

The Plan shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Plan, except that Business Associate may use and disclose protected health information for data aggregation and management and administrative activities of Business Associate as provided herein.

VI. Term and Termination

(a) Term. The Term of this BA Agreement shall be effective as of April 14, 2003, and shall terminate upon the later of (1) the termination of the Agreement; or (2) when all of the Protected Health Information provided by the Plan or Plan Sponsor to Business Associate, or created or received by Business Associate on behalf of the Plan, is destroyed or returned to the Plan or its representative, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon the Plan's or Plan Sponsor's knowledge of a material breach by Business Associate, Plan Sponsor, on behalf of the Plan, shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this BA Agreement and the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Plan Sponsor;

(2) Immediately terminate this BA Agreement and the Agreement if Business Associate has breached a material term of this BA Agreement and cure is not possible; or

(3) If neither termination nor cure is feasible, Plan Sponsor, on behalf of the Plan, shall report the violation to the Secretary.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement or the Agreement, for any reason, Business Associate shall return to the Plan or its designated representative or destroy all Protected Health Information received from the Plan or the Plan Sponsor, or created or received by Business Associate on behalf of the Plan. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to the Plan notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
VII. Miscellaneous

(a) Regulatory References. A reference in this BA Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for the Plan to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(c) Survival. The respective rights and obligations of Business Associate under Section VI.(c) of this BA Agreement shall survive the termination of this BA Agreement.

(d) Interpretation. Any ambiguity in this BA Agreement shall be resolved to permit the Plan to comply with the Privacy Rule.
**EXHIBIT B**
**REPORTS TO PLAN SPONSOR**

<table>
<thead>
<tr>
<th>Name of Report</th>
<th>Interval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managed Care Utilization Report</td>
<td>Quarterly and Annually</td>
</tr>
<tr>
<td>Utilization Report</td>
<td>Annually</td>
</tr>
<tr>
<td>Claims Paid by Month/Year Report</td>
<td>Monthly</td>
</tr>
</tbody>
</table>

All reports are due, in electronic format, no later than thirty (30) days following the last day of the month to which the report information applies.
EXHIBIT C
DESCRIPTION OF QUALITY MANAGEMENT
UTILIZATION MANAGEMENT PROGRAM

I. QUALITY MANAGEMENT PROGRAM

The goals/objective of the Managed Health Network ("MHN") Quality Management Program are to ensure that providers and staff:

A. GOALS:
   a) Encourage a multi-disciplinary approach involving all MHN departments with direct impact on quality of care, accessibility of care and service delivery
   b) Objectively and systematically monitor and evaluate the quality, accessibility, and appropriateness of patient care and the performance of network providers against established standards
   c) Identify, review, monitor, and resolve all known or suspected quality of care problems that directly or indirectly impact patient care and implement actions to prevent the recurrence of such problems
   d) Monitor MHN's overall performance in promoting quality of care, providing access to care and providing service, through the use of key indicators and studies
   e) Monitor and assess patient satisfaction with quality of care, accessibility of care, and service
   f) Monitor outcomes of services delivered

B. OBJECTIVES
   a) Coordinate Quality Management, Utilization Management, Care Management, Customer Services, Claims, Training, Credentialing, and Provider Relations activities to improve service
   b) Provide consistency among the different business units in developing standards, indicators, and methods of measurements
   c) Establish and maintain standards for quality of care, accessibility of care, and service
   d) Monitor and improve MHN performance in promoting quality of care through the use of indicators, patient satisfaction surveys, patient outcome surveys, provider files, focused studies, medical records audits, and site visits
   e) Monitor compliance with regulatory requirements
   f) Monitor compliance with performance standards
   g) Identify, review, and investigate patient complaints and take action where appropriate
   h) Establish and maintain policies, procedures, and criteria for credentials review of network providers
   i) Establish, maintain, and enforce a conflict of interest policy regarding peer review activities
   j) Evaluate the program annually and modify the program as necessary

C. RESPONSIBILITY

The MHN Corporate Medical Director has the ultimate responsibility to ensure that the Quality Management Program is established, maintained, and supported on a continuing basis.

D. STRUCTURE OF THE QUALITY MANAGEMENT PROGRAM

The Quality Management Program includes the following committees: Public Policy Committee, Quality Improvement Committee, Credentialing Committee, Appeals/Grievance Committee, Untoward Events Committee, and Utilization Management Committee.

II. UTILIZATION MANAGEMENT PROGRAM

Utilization Management Program coordinates and manages the delivery of behavioral health care resources through ongoing evaluation of the medical necessity and appropriateness of proposed treatment in the interest of promoting high quality, effective care for all MHN Plan Sponsors.
EXHIBIT D
PROCEDURES FOR COMPLAINTS, GRIEVANCES, REQUESTS FOR RECONSIDERATION, AND APPEALS

A. Complaint and Member Grievance Policies and Procedures

1. Complaints may be filed with any staff member in writing or by telephoning the MHN Intake Line at 888-779-2225.

2. Member complaints are documented, acknowledged and tracked through resolution.

3. Quality of care issues are investigated and resolved by Quality Management staff.

4. MHN’s standard for complaint resolution is thirty (30) days from receipt of complaint.

5. MHN will communicate to the Member, advising of the complaint resolution, advising the member of a higher level of appeal if the Member is dissatisfied with the outcome.

B. Requests for Appeals of Denials of Authorizations can be made by Members, Providers, or Facilities

MANDATORY MHN APPEAL

Expedited Appeal

In the event of an urgent situation for which an authorization was denied, the Member, Provider or Facility can request an expedited appeal of a denial of Authorization of payment by calling MHN at (888) 426-0028. An appeal determination via telephone will be made as soon as possible, taking into account the medical exigencies, but no later than seventy-two (72) hours after receipt of the request for review. This review will be conducted by a MHN peer reviewer other than the reviewer who issued the initial denial.

Standard Written Appeal

If the Member does not have an urgent situation, the Member, Provider or Facility may submit a standard written appeal. Appeal determinations are made within a reasonable period of time appropriate to the medical circumstances, but no later than thirty (30) days after receipt of a written appeal. A Peer Reviewer, different from the one who made the initial denial decision, reviews the request. The appeal request may be made telephonically by calling MHN at (888) 426-0028 or sending a written request to:

Appeals Unit
1600 Los Gamos Drive, Suite 300
San Rafael, CA 94903

PLAN SPONSOR LEVEL APPEAL

If the decision constitutes a denial of benefits and the Member has exhausted the MHN Appeal process described above, MHN shall advise the Member that further requests for appeals are to be sent to the Plan Sponsor c/o the PEBC as outlined in the Summary Plan Document.
EXHIBIT E
EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program includes those services described as the Training Program and Employee Assistance Program as well as EAP Life Management Services.

I. TRAINING PROGRAM AND EMPLOYEE ASSISTANCE PROGRAM

The following training programs shall be provided as requested by Plan Sponsor without charge:

1. Orientation seminars for employees
2. Training seminars for managers and supervisors
3. Management Consults/Job Performance Referrals and related follow-ups
4. Twenty-one (21) “brown bag” seminars
5. Critical Incident Stress Debriefings (CISD) [except as provided below]

MHN shall provide a maximum of five (5) counseling sessions per incident per Covered Person per calendar year. In providing such services, MHN shall assess and refer Members to appropriate care aimed at restoring their ability to perform their job duties at an acceptable level and to provide general assistance in connection with substance abuse or mental health problems. At the conclusion of assessment services, the Member will be requested to complete a “Plan Sponsor Satisfaction Questionnaire.”

MHN shall respond to management/job performance referrals. For management/job performance referrals, MHN shall provide follow-up as determined by MHN to be necessary in order to monitor referred Members’ adherence to the agreed course of treatment. Subject to Exhibit A to this Agreement, progress reports on referred employees will be limited to reporting whether or not the employee has sought EAP assistance and is cooperating with the treatment program.

MHN will respond to CISD’s relating to a distressing and traumatic event occurring in the Plan Sponsor’s workplace on an unlimited basis, except in the case of catastrophic events. A “catastrophic event” is defined as an incident requiring more than twenty (20) hours of counseling. In such an event and subject to Plan Sponsor’s prior approval for delivery of such services, beginning with the 21st hour, MHN shall bill Plan Sponsor at a rate not to exceed $200.00 per hour and subject to Plan Sponsor’s prior approval, for any travel expenses including practitioner professional fees for travel time which are incurred by MHN.

Subject to approval of the website by Plan Administrator, Plan Sponsor will have access to MHN’s Questium Welcome, an introductory website that provides a health risk assessment, an interactive, multimedia stress program, articles on emotional health and work-life topics, an overview of MHN’s EAP services, a practitioner search, and links to related websites. Plan Sponsor will also receive Questium News, MHN’s quarterly online newsletter.

II. EAP LIFE MANAGEMENT SERVICES

For the purposes of this Agreement, a “Participating Counselor,” “Participating Financial Counselor,” “Participating Legal Counselor,” “Participating Tax Counselor,” and “Participating Retirement Counselor,” are defined as an individual contracting with or employed by MHN or its affiliates who furnishes EAP Life Management Services to Members.

- Counseling for Financial and Credit Problems. This plan covers the services of a Participating Financial Counselor to assist Member in getting the Member’s finances back under control, analyze spending habits and patterns, develop a realistic, personalized budget, and to educate the Member on available credit rights and options. This service does not cover tax or investment advice, nor does MHN give loans or pay bills. One Session = Telephone session of up to 60 minutes.
• **Counseling for Childcare Matters.** This plan covers the services of a Participating Counselor to help a Member assess the Member’s childcare needs and to identify and evaluate appropriate childcare options. *One Session = Telephone session of up to 30 minutes.*

• **Counseling for Eldercare Matters.** This plan covers the services of a Participating Counselor to help a Member explore and utilize available resources to resolve problems with elder living arrangements, nutrition, health care, legal rights, and Social Security, Medicare, and Medicaid benefits. *One Session = Telephone session of up to 60 minutes.*

• **Counseling for Legal Problems** This plan covers the services of a Participating Legal Counsel to provide legal consultation to Members with legal questions in areas of family law, consumer issues, landlord-tenant disputes, personal injury, contracts, and criminal matters. This plan specifically does not cover legal representation in court, preparation of legal documents, or advice in the areas of labor, employment, taxes, patents, or immigration. *One Session = Telephone session of up to 30 minutes.*

**Counseling for Federal Tax Problems.** Each family unit is entitled to a total of up to 90 minutes of counseling per year, which consists of three telephone sessions of up to 30 minutes each. Please note that this is not a tax representation and/or preparation service. This plan covers the services of a Participating Tax Counselor to provide tax consultation for:

- Unpaid federal taxes, penalties, and interest
- IRS audits
- Unfiled, past-due federal tax returns
- Any other problem a Member or family members has with the IRS for which an unsuccessful attempt to resolve has occurred.

• **Counseling for Pre-Retirement Planning.** This plan covers the services of a Participating Retirement Counselor to provide information on topics relevant to persons of any age planning for retirement. Members will be provided information about the range of situations that they are likely to encounter in retirement, and they will be given guidance on how to plan ahead for quality retirement. This service does not cover specific investment, tax, or legal advice. *One Session = Telephone session of up to 60 minutes.*

• **Counseling for Organizing Life’s Affairs.** This plan covers the services of a Participating Counselor to address organization of records and vital documents. The counselor will teach Members how to create an organized legacy. This benefit can also be used for Members who need to arrange “final details” for a friend or family member, or for Members whom need suggestions and support about getting life back together after the loss of a loved one. *One Session = Telephone session of up to 60 minutes.*

• **Sanity Savers SM, Concierge Service.** MHN’s Sanity Savers SM personal assistance service serves as a resource for providing solutions to everyday challenges of life. This service provides general information only regarding referrals for certain services and does not cover the cost of neither services purchased nor does MHN guarantee the delivery and/or quality of any service. MHN reserves the right to decline specific requests at MHN’s sole discretion. *One Session = Request for Service (30 minute maximum spent on each request)*
EXHIBIT F
PERFORMANCE GUARANTEES

1. EAP Brochure Performance Guarantee: MHN agrees to place one percent (1%) of the annual administrative fees for EAP services at risk as a guarantee that EAP brochure will be produced in a professional and accurate manner, and to further guarantee Plan Administrator’s requested changes will be incorporated into a revised draft of the annual EAP brochure within two business days of Plan Administrator request. This standard will be measured annually and reported to Plan Administrator annually. Penalty is paid no later than 60 days following production of the EAP brochure.

2. Timely Production of Reports: MHN agrees to place $500 of its annual EPO/PPO administrative fee at risk as a guarantee to provide reports no later than 30 days following the end of the month to which the report applies. This standard will be measured and reported to Plan Administrator quarterly. Penalty is paid annually no later than 60 days following the last day of the calendar year.

3. Eligibility – Timeliness of Data Loading: MHN agrees to place $1000 of its annual EPO/PPO administrative fees at risk as a guarantee that electronic eligibility files will be installed accurately and eligibility status will be effective within an annual average of three (3) business days of receipt. This standard will be measured and reported to Plan Administrator quarterly. Penalty is paid annually no later than 60 days following the last day of the calendar year.

4. Plan Design – Accuracy: MHN agrees to place $1000 of its annual EPO/PPO administrative fees at risk as a guarantee that prior to the commencement of the plan year and prior to payment of claims effective the first day of the plan year, EPO and PPO plan designs will be accurately loaded. This standard will be measured and reported quarterly. Penalty is paid annually no later than 60 days following the last day of the calendar year.
May 13, 2003

To: Commissioners Court

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

Through: Dan Savage, Assistant Administrator, Operations.

Subject: Advertisement for Replacement of Existing Piping at Frank Crowley Facility

BACKGROUND: Per Court Order 2002-2293 dated Dec. 17, 2002, Dallas County Commissioners Court approved Indefinite Quantity Work Order No. 20 for fees to design the replacement of domestic water piping project at the Frank Crowley Courts Building. Vidaud & Associates has completed the plans and specifications for the project.

IMPACT/OPERATIONS: This project will eliminate the continuous water piping repair work due to the steel pipes installed during the original construction at this facility.

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

M/WBE INFORMATION: The contract will be pursued in accordance with M/WBE policies.

FINANCIAL IMPACT: Estimated construction cost range is $385,000 to $548,000 per the estimate of the Architectural/Engineering firm. Funds for this project are available from reprogrammed funds in FY2003 Permanent Improvement appropriations.

RECOMMENDATION: Engineering and Project Management recommends that the Commissioners Court approve and authorized the Purchasing Department to advertise the project and solicit competitive bids.

Approved:

Dan Savage, Assistant Administrator for Operations
May 13, 2003

To: Commissioners Court

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

Through: Dan Savage, Assistant Administrator for Operations

Subject: Indefinite Quantity Work Order No. 20 - Amendment #1
Replacement of Existing Hot Water/Cold Water Piping System
Frank Crowley Courts Building

BACKGROUND: Per Court Order 2002-2293 dated December 17, 2002, the Commissioners Court approved the engineering fees to Vidaud & Associates to prepare plans and specifications for the project as Work Order No. 20. At that time Construction Administration fees were not provided in the proposal.

A fee proposal for additional help was requested from VAI. Engineering and Project Management would seek construction administration assistance from VAI on an hourly basis, as required. VAI has provided an acceptable proposal dated May 5, 2003. (See attached)

IMPACT/OPERATIONS: These services will help during the construction phase, if help is requested in site meetings with contractors.

LEGAL: N/A

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

FINANCIAL IMPACT: The proposed fee for the consulting services is a total of $1,882.00. Funds are available in Fund 491.0.08010.1998.0.70084 (1985 Limited Tax Permanent Improvement Bond, Engineering, Year 1998, Criminal Courts Building.)

RECOMMENDATION: It is recommended that the Commissioners Court approve Amendment #1 to Work Order No. 20 to be issued to Vidaud & Associates, Inc. for the fees in the amount not to exceed $1,882.00 and the County Judge be authorized to execute the appropriate contract documents.

Approved:

Dan Savage, Assistant Administrator for Operations
May 5, 2003

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

Construction Administration Services for Crowley Piping Replacement Project

Dear Mr. Kaka:

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

It is our understanding that you wish to have available six hours of architectural and twelve hours of MEP time to assist with construction administration tasks, as you direct, in support of the subject project. The attached fee schedule includes these hours as well as a 'not to exceed' expense for a courier in case submittal routing is involved.

Please direct questions regarding this proposal to me at 469.341.9126.

Sincerely,

[Signature]

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

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

**Title of Project:** Frank Crowley Re-plpe Project CA Services  
Dallas County Engineering & Project Management  

**Vidaud + Associates Inc.**  
13849 Montfort Drive, Suite 200  
Dallas, Texas 75240  
972/934-8888

## 1. Basic Services Direct Labor (DL)

<table>
<thead>
<tr>
<th>Role</th>
<th>Hours</th>
<th>Rates ($)</th>
<th>Cost ($)</th>
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<tbody>
<tr>
<td>Principal</td>
<td>0</td>
<td>128.00</td>
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<tr>
<td>Project Manager</td>
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<tr>
<td>Architect</td>
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<td>88.00</td>
<td>528.00</td>
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<tr>
<td>Engineer</td>
<td>0</td>
<td>88.00</td>
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<tr>
<td>Cost Estimator</td>
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<tr>
<td>Specification Writer</td>
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<tr>
<td>Field Construction Inspector</td>
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<tr>
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<tr>
<td><strong>Total Hours</strong></td>
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<tr>
<td><strong>Total Labor</strong></td>
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<td>628.00</td>
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</tbody>
</table>

**Mechanical Engineer (O'Dea Lynch Abbatista)**  
1,254.00

## 2. Total Basic Services

**Direct Project Expenses**

- Printing (review sets, presentations)
- Printing
- Fax Transmissions
- Long Distance Telephone
- Mileage
- Delivery (Not to Exceed) 100.00
- Photography (prior to Construction)
- Photography (during Construction)
- Postage/Shipping
- Presentation Materials (vignettes, presentations, etc.)
- Other
- TDLR Review Fee
- Consultant Reimbursables 100.00

**Total Expenses**  
1,782.00

## 3. Total Non-Basic Services

0.00

## 4. Total Labor Cost (Sum of 1 and 3) (does not include expenses)

1,782.00

## 5. Total Cost Including Expenses

1,882.00

**Date:** 5-May-03  
**Signature of Preparer:** [Signature]
May 7, 2003

MEMORANDUM
TO: Commissioners Court
THRU: Commissioner Mike Cantrell
Road and Bridge District Number 2
FROM: Donald R. Holzwarth, P.E.
Director of Public Works
SUBJECT: BELT LINE ROAD PROJECT 91-856
(Mercury Road to north of Five-Point Intersection)
Execution of City/County Agreement

BACKGROUND
Funding for design, right of way acquisition and construction of the Belt Line Road project in the amount of $5,100,000 was approved by the voters of Dallas County in the 1991 Bond Program. Improvements include upgrading the 1.4 mile section of Belt Line Road from Mercury Road to north of Five Point Intersection from the present two lane undivided asphalt road with open ditches to a four lane concrete divided thoroughfare with an enclosed storm drainage system. The project is located in the City of Balch Springs and Road and Bridge District No. 2.

FINANCIAL IMPACT
By execution of the attached Supplemental Interlocal Agreement the City of Balch Springs has agreed to fund their portion of the construction costs. This agreement details the responsibilities of County and City. City requested items estimated to cost $141,758 and an approximate shortfall of $301,880 will be borne by City for a cost share of $443,638 for which the City has approved Resolution No. 512-03 on the 14th day of April, 2003.

RECOMMENDATION
It is recommended that the attached Supplemental City/County Agreement for the Belt Line Road Project No 91-856 be executed with Balch Springs. If Commissioners Court is in agreement a court order will be placed on the next regular agenda authorizing and directing the County Judge to execute the attached Supplemental City/County Agreements with the City of Balch Springs.

APPROVED BY

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

411 Elm Street, 4th Floor Dallas, Texas 75202 214-653-7151
Resolution No. 512-03

A Resolution of the City Council of Balch Springs Authorizing Approval of an Agreement between Dallas County and the City of Balch Springs for the Construction of Beltline Road with the local match funding to be provided by the 4B Balch Springs Community and Economic Development Board.

Whereas, the City Council finds the proposed agreement to reconstruct Beltline Road by Dallas County will benefit the City as a major Commercial Thoroughfare Corridor and help stimulate new jobs and businesses in the City of Balch Springs, Now, Therefore,

Be it resolved that the City Council of the City of Balch Springs, Texas approves the Supplemental City/County Agreement authorizing the construction of Beltline Road, sidewalks, and drainage improvements.

Be it further resolved that 4B Sales Tax funds are authorized for a cost of up to $450,000 for providing local match funding on this project.

Passed and approved by the City Council of the City of Balch Springs, Texas on this 14th day of April 2003.

Approved:  

 Mayor Brenda Haas

Attest:  

 City Secretary
SUPPLEMENTAL CITY/COUNTY AGREEMENT

WHEREAS, the City of Balch Springs, Texas, hereinafter called "CITY", and the County of Dallas, Texas, hereinafter called "COUNTY", acting by and through its duly authorized officials, desire to enter into a SUPPLEMENTAL CITY/COUNTY AGREEMENT, for certain roadway improvements on Beltline Road from Mercury Road to 1998 feet north of five-point intersection in the City of Balch Springs and County of Dallas, Texas; and,

WHEREAS, funding for the Beltline Road Project was authorized as part of the 1991 County of Dallas Transportation Bond Program; and

WHEREAS, the CITY and COUNTY further desire to enter into a Supplemental City/County Agreement to the Interlocal Contract for Implementation of the 1991 Bond Program approved by Court Order 92-518 dated April 7, 1992, to complete the funding and provide for the construction of said Beltline Road Project 91-856, to include, in addition to the paving and drainage construction City requested items, hereafter referred to as the “PROJECT”; and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for any local governments to perform governmental functions and services under the terms of the Code; and

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

WITNESSETH

I. CITY hereby requests COUNTY to provide for construction of the paving, drainage, and CITY requested items in connection with the Beltline Road Project from Mercury Road to 1998 feet north of five-point intersection in the City of Balch Springs and County of Dallas; and

II. CITY agrees to provide one-half of all funding in excess of the Dallas County authorization and for CITY requested items as specified in “Attachment A” of this Agreement in an amount estimated to be Four Hundred Forty Three Thousand Six Hundred Thirty-Eight and No Hundredths ($443,638.00). The COUNTY will bill CITY on a monthly basis based upon CITY’s pro-rata share of the construction costs. CITY will receive credit for the actual cost of constructing a storm sewer box culvert at station 221+31 in advance of the project letting, which is estimated to cost $95,000. CITY credit for said storm sewer box culvert shall be based upon actual invoices from constructing contractor to CITY.

III. CITY agrees to be responsible for approval of all design changes and to provide for any additional funding necessitated thereby and/or for increase in quantity of construction. Adjustments in CITY funding shall be approved by duly authorized supplemental agreement in accordance with the Charter and Ordinances of the CITY.
IV.
COUNTY hereby agrees to provide for advertisement for bids and award of contract for construction of the Beltline Road Project and to provide for contract administration, construction inspection and materials testing of the paving and drainage portion of the contract, in accordance with the approved plans and specifications, subject to COUNTY funding participation as provided in the 1991 Bond Program authorization for this project.

V.
COUNTY hereby agrees to provide all right-of-way necessary for construction of the project and the work to be performed.

VI.
COUNTY hereby agrees to advise CITY of all design changes and construction change orders occurring during the Construction. Funding for all change orders shall be in accordance with Sections III through V hereinabove.

VII.
This SUPPLEMENTAL CITY/COUNTY AGREEMENT is expressly made subject to COUNTY's Sovereign Immunity and the Governmental Immunity of City, Title 5 of the Texas Civil Remedies Code and all applicable State of Texas and Federal laws. This SUPPLEMENTAL CITY/COUNTY AGREEMENT and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall be exclusively in Dallas County, Texas.

VIII.
COUNTY and CITY agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this SUPPLEMENTAL CITY/COUNTY AGREEMENT.

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

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

XI.
In the event that one or more of the provisions contained in this SUPPLEMENTAL CITY/COUNTY AGREEMENT shall be deemed invalid, illegal or unenforceable in any respect, this SUPPLEMENTAL CITY/COUNTY AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and all other provisions of this SUPPLEMENTAL CITY/COUNTY AGREEMENT shall remain in full force and effect.

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

XIII.

MISCELLANEOUS GENERAL PROVISIONS

A. Applicable Law. This Contract and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of 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.

B. Entire Agreement. This Contract, including all Work Orders, 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 hereto as herein provided.

C. 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.

D. 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.

E. Federal or State of Texas Funding. In the event that any work 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, City agrees to timely comply therewith without additional cost or expense to County.

F. 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.

G. 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.

H. 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.

I. 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. CITY 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 AGREEMENT as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this AGREEMENT or failure to budget or authorize funding for this AGREEMENT during the current or future fiscal years. In the event that County of Dallas is unable to fulfill its obligations under this AGREEMENT as a result of lack of sufficient funding or if funds become unavailable, County of Dallas, at its sole
BELTLINE ROAD PROJECT 91-856  
(Mercury Road to 1998 feet north of Five-Point Intersection)

SUPPLEMENTAL CITY/COUNTY AGREEMENT

ATTACHMENT A

EXPENDITURES

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td></td>
</tr>
<tr>
<td>Paving and drainage (includes City funded items)</td>
<td>$4,077,172</td>
</tr>
<tr>
<td>City Requested Construction</td>
<td>$141,758</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal for Construction</strong></td>
</tr>
<tr>
<td>Contingencies</td>
<td><strong>$122,304</strong></td>
</tr>
<tr>
<td>ROW Acquisition</td>
<td><strong>$579,864</strong></td>
</tr>
<tr>
<td>Project Delivery Costs</td>
<td><strong>$400,000</strong></td>
</tr>
<tr>
<td>Design</td>
<td><strong>$483,645</strong></td>
</tr>
<tr>
<td>Materials Testing</td>
<td><strong>$40,775</strong></td>
</tr>
<tr>
<td><strong>TOTAL PROJECT EXPENDITURES</strong></td>
<td><strong>$5,845,518</strong></td>
</tr>
</tbody>
</table>

FUNDING PARTICIPATION

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1991 Bond Authorization</td>
<td><strong>$5,100,000</strong></td>
</tr>
<tr>
<td>Estimated Shortfall</td>
<td><strong>$745,518</strong></td>
</tr>
<tr>
<td>City Participation</td>
<td></td>
</tr>
<tr>
<td>City Requested Items</td>
<td><strong>$141,758</strong></td>
</tr>
<tr>
<td>Estimated Shortfall</td>
<td><strong>$301,880</strong></td>
</tr>
<tr>
<td><strong>Subtotal City Share</strong></td>
<td><strong>$443,638</strong></td>
</tr>
<tr>
<td>Additional County Funding</td>
<td><strong>$301,880</strong></td>
</tr>
<tr>
<td><strong>TOTAL PROJECT FUNDING</strong></td>
<td><strong>$5,845,518</strong></td>
</tr>
</tbody>
</table>
discretion, may, subsequent to execution by County, provide funds from a separate source or terminate this AGREEMENT.

J. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

The City of Balch Springs, State of Texas, has executed the Supplemental City/County Agreement pursuant to duly authorized City Council Resolution 512-03,
Minutes Dated the 14th day of April, 2003.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _______ and passed on the ________ day of ________, 200_.

CITY OF BALCH SPRINGS

BY ________________________
TITLE Mayor

COUNTY OF DALLAS

BY ________________________
COUNTY JUDGE

ATTEST:

__________________________
CITY SECRETARY / ATTORNEY

APPROVED AS TO FORM:

__________________________
Janet R. Ferguson, Chief, Civil Section
Dallas County District Attorney

856:suppilafood

Supplemental City/County Agreement
Beltline Road Project 91-856
(Mercury Road to Five-Point Intersection)
May 6, 2003

MEMORANDUM

TO: Commissioners Court

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

SUBJECT: CDBG FY 2000 COCKRELL HILL WATER MAIN IMPROVEMENTS, PH. II
Contract for Project Construction - District No. 4
Rationale for Same Date Briefing and Court Order

In order to maximize the spending of CDBG funds and meet overall program goals, the Court Order authorizing the award of the CDBG FY 2000 Cockrell Hill Water Main Improvements, Ph. II, project construction contract to Saber Development Corporation has been placed on today's Formal Agenda in addition to the briefing.

Attachments

word file: CockrellHill\RationaleLtrSameDateBrief&CtOrd05062003
MEMORANDUM:

TO: Commissioners Court

THROUGH: Commissioner Kenneth A. Mayfield
District No. 4

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

SUBJECT: CDBG FY 2000 Cockrell Hill Water Main Improvements, Phase II – Contract for Project Construction

BACKGROUND

Available funding for the construction of the CDBG FY 2000 Cockrell Hill Water Main Improvements, Phase II project is from the FY 1999, 2000, 2001, and 2002 CDBG programs in the total amount of $481,647.50. This project consists of the installation of approximately 6,152 l.f. of 12", 8", and 6" water mains and related appurtenances for the City of Cockrell Hill which is located in District No. 4.

The project bid package included a Base Bid and three alternate bids. Alternate Bids No. 1 and 3 are for including cement stabilized backfill in the utility trench compaction effort for the entire length of the project. Alternate Bid No. 2 is for serving Calumet Ave. only.

PROJECT SCHEDULE

90 calendar days have been allocated for the Base Bid construction contract. If included, Alternate Bid #2 will add 15 calendar days to the project for a total of 105 calendar days. It is anticipated that actual construction of the project will begin in late May of this year and will be completed in September 2003.

OPERATIONS AND MAINTENANCE

Construction of this project will replace undersized mains along Jefferson Blvd., Gilpin Ave., and Calumet Ave. together with increasing local water pressure and fire flows for the City of Cockrell Hill. After the construction of the project, these water mains and related appurtenances will be maintained by the City of Cockrell Hill.
FINANCIAL IMPACT

On April 28, 2003, four bids were received for the subject project as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
<th>Alt. Bid #1</th>
<th>Alt. Bid #2</th>
<th>Alt. Bid #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saber Development Corporation</td>
<td>$513,522.50</td>
<td>$408,198.90</td>
<td>$48,084.00</td>
<td>$44,621.00</td>
</tr>
<tr>
<td>Camino Construction, Inc.</td>
<td>$558,388.06</td>
<td>$436,395.00</td>
<td>$82,960.98</td>
<td>$47,692.00</td>
</tr>
<tr>
<td>North Texas Contracting, Inc.</td>
<td>$579,235.59</td>
<td>$408,765.00</td>
<td>$55,394.00</td>
<td>$44,334.00</td>
</tr>
<tr>
<td>Atkins Bros. Equip. Co., Inc.</td>
<td>$589,973.35</td>
<td>$373,866.30</td>
<td>$97,076.20</td>
<td>$53,766.20</td>
</tr>
</tbody>
</table>

Staff recommends Alternate Bid #2 be awarded together with the Base Bid to the best and lowest bidder, Saber Development Corporation, in an amount not-to-exceed $561,606.50 ($513,522.50 + $48,084.00). Alternate Bids #1 and #3 proved to be too expensive to include in the award.

Available funding is as follows:

<table>
<thead>
<tr>
<th>Grant Fund</th>
<th>Code</th>
<th>Oracle No.</th>
<th>FY</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>466</td>
<td>06660</td>
<td>09138</td>
<td>1999</td>
<td>$2,583.00</td>
</tr>
<tr>
<td>466</td>
<td>06660</td>
<td>09358</td>
<td>1999</td>
<td>$8,823.50</td>
</tr>
<tr>
<td>466</td>
<td>06660</td>
<td>09187</td>
<td>2000</td>
<td>$179,248.00</td>
</tr>
<tr>
<td>466</td>
<td>06660</td>
<td>09325</td>
<td>2001</td>
<td>$151,365.00</td>
</tr>
<tr>
<td>466</td>
<td>06660</td>
<td>09359</td>
<td>2002</td>
<td>$139,628.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>$481,647.50</td>
</tr>
</tbody>
</table>

A shortfall of $79,959.00 will require a funds transfer of $105,000.00 from the CDBG Sandbranch Improvement project, Grant Fund 466, Code 06660, Oracle No. 09339, FY 2001, to fund the project. The $25,041.00 overage is requested for unforeseen circumstances (i.e. field change orders, etc.). This $105,000.00 of funds shall be reimbursed by the CDBG FY 2003 Cockrell Hill allocation once they are made available in October 2003.

M/WBE REVIEW

A report from the Minority/Women Owned Business Enterprise Officer is attached.

RECOMMENDATION

Saber Development Corporation has satisfactorily completed utility projects for the City of Dallas and other cities in the metroplex. If Commissioners Court is in agreement, a Court Order has been placed on today’s Formal Agenda authorizing the following actions:

1. Execute a funds transfer of $105,000.00 from the CDBG Sandbranch Improvement project, Grant Fund 466, Code 06660, Oracle No. 09339, FY 2001, to cover a shortfall of $79,959.00 and unforeseen circumstances (i.e. field change orders, etc.); these funds shall be reimbursed by the CDBG FY 2003 Cockrell Hill allocation once they are made available in October 2003.

411 Elm Street, 4th Floor   Dallas, Texas 75202   214-653-7151   Fax 214-653-6445
2. Award of a construction contract with Saber Development Corporation in an amount not-to-exceed $561,606.50 to be paid from no. 1 and CDBG Cockrell Hill funds as follows:

<table>
<thead>
<tr>
<th>Grant Fund</th>
<th>Code</th>
<th>Oracle No.</th>
<th>FY</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>466</td>
<td>06660</td>
<td>09138</td>
<td>1999</td>
<td>$2,583.00</td>
</tr>
<tr>
<td>466</td>
<td>06660</td>
<td>09358</td>
<td>1999</td>
<td>$8,823.50</td>
</tr>
<tr>
<td>466</td>
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<td>2000</td>
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<td>09325</td>
<td>2001</td>
<td>$151,365.00</td>
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<td>466</td>
<td>06660</td>
<td>09359</td>
<td>2002</td>
<td>$139,628.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$481,647.50</strong></td>
</tr>
</tbody>
</table>

RECOMMENDED BY:

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

Rick Loessberg
Director of Planning & Development

Attachments

word file: CockrellHillAwardBrief05062003
MEMORANDUM

DATE: May 2, 2003
TO: J. Allen Clemson, Court Administrator
FROM: Irvin Hicks, Coordinator - Minority Affairs
SUBJECT: M/WBE Review of Bid # 2003-086-1325 (CDBG-Cockrell Hill Water Main Improvements II) (Management Summary)

The following is a synopsis of the subject narrative:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Points</th>
<th>Submission of EEO1 Docs (?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saber Development Corp.</td>
<td>9</td>
<td>Y</td>
</tr>
<tr>
<td>Camino Construction, L.P.</td>
<td>12</td>
<td>Y</td>
</tr>
<tr>
<td>Atkins Bros. Equip., Inc.</td>
<td>9</td>
<td>Y</td>
</tr>
<tr>
<td>North Texas Contracting, Inc.</td>
<td>0*</td>
<td>N*</td>
</tr>
</tbody>
</table>

*Firm failed submit M/WBE documentation. Proposal therefore does not comply the the County’s GFE policy.

c: Commissioners Court (thru J. Allen Clemson)
Dan Savage

file(c:\mwebeval\2003-012.wpd)
MEMORANDUM

DATE: May 2, 2003

TO: Abel Saldana, Project Engineer, Public Works

FROM: Irvin Hicks, Coordinator - Minority Affairs

SUBJECT: M/WBE Review of Bid# 2003-086-1325 (CDBG-Cockrell Hill Water Main Improvements II)

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

**Saber Development Corp.**
This firm will perform the required duties with existing staff as well as with the following certified firm:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solis &amp; Solis Construction</td>
<td>90,000</td>
<td>17.50</td>
</tr>
<tr>
<td>Cowtown Traffic Control</td>
<td>1,000</td>
<td>0.19</td>
</tr>
<tr>
<td>Holmon Trucking</td>
<td>9,000</td>
<td>1.75</td>
</tr>
<tr>
<td>I &amp; H Concrete</td>
<td>5,000</td>
<td>0.97</td>
</tr>
</tbody>
</table>

Firms certified by NCTRCA:
- Certified (NCTRCA) minority prime contractor: 3
- EEO policy compliance: 6
- Utilization of (other) certified minority vendors: 12

**Camino Construction, L.P.**
This firm will perform the required duties with existing staff as well as with the following certified firm:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dirt Trucking, Inc.</td>
<td>3.000</td>
<td>0.54</td>
</tr>
<tr>
<td>Partnering For Success, Inc.</td>
<td>3.800</td>
<td>0.68</td>
</tr>
</tbody>
</table>

Firms certified by NCTRCA:
- Certified (NCTRCA) minority prime contractor: 6
- EEO policy compliance: 3
- Utilization of (other) certified minority vendors: 12
Atkins Bros. Equip., Inc.
This firm will perform the required duties with existing staff as well as with the following certified firm:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>I &amp; H Concrete Cutting, Inc.</td>
<td>4,860</td>
</tr>
<tr>
<td>Ted Alvarez Trucking</td>
<td>8,540</td>
</tr>
<tr>
<td>Partnering for Success, Inc.</td>
<td>3,600</td>
</tr>
<tr>
<td>Solis &amp; Soles Construction</td>
<td>44,977</td>
</tr>
</tbody>
</table>

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

North Texas Contracting, Inc.
This firm will perform the required duties with existing staff.

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

* Firm failed submit M/WBE documentation. Proposal therefore does not comply the the County’s GFE policy.
May 7, 2003

MEMORANDUM

TO: Commissioners Court

THROUGH: Commissioner Mike Cantrell, Road and Bridge District No. 2

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

SUBJECT: COUNTRY CLUB ROAD MCIP PROJECT 22004
         (Walnut Street to Commerce Street)
         Contract for Consultant Engineering Services

BACKGROUND

County Club Road MCIP Project 22004 from Walnut Street to Commerce Street was selected in the first call for projects for the Major Capital Improvement Program for Program Year 2006. The project is located in Road and Bridge District 2 and in the City of Garland. Public Works staff has followed County Policy and Procedures for the procurement of engineering services for design of the subject project. HNTB Architects, Engineers, and Planners, 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.

Although the project was originally programmed for construction only, the City has stated a desire to have the design consultant study possible future alignments of an extension of Country Club Road south of Commerce and has unofficially committed any City funds necessary to do so.

IMPACT ON SCHEDULE AND OPERATIONS

Engineering design services must begin immediately for the project to be let for construction in Program Year 2006, and commencement of preliminary design services is the first objective to accomplish in order to be in construction in that year.
FINANCIAL IMPACT

HNTB Architects, Engineers, and Planners, Inc., has proposed to perform the required engineering services for an amount not to exceed $343,399.00. There is sufficient money in the MCIP Program Project to fund the contract. Funds are available in Fund 196, Code 8010, FY 2001, Project 8201 for the Country Club Road Project.

MWBE PARTICIPATION

The Director of MWBE Affairs submitted his report with the first round of qualifications in the two-step process. HNTB Architects, Engineers, and Planners, Inc., is not a certified minority firm.

RECOMMENDATION

It is recommended that the County Judge be authorized and directed to execute the attached contract for Consultant Engineering Services with HNTB Architects, Engineers, and Planners, Inc., in the amount of $343,399.00 to be paid from current MCIP funds located in Fund 196-0-8010-2001-0-8201. If Commissioners Court is in agreement, a court order will be placed on the next formal agenda for approval.

APPROVED BY:

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

Attachments (Contract w/ Attachments)

jcm
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 HNTB Architects, Engineers, Planners, (hereinafter referred to as "CONSULTANT") with offices located at 5910 W. Plano Parkway, Suite 200, Plano, Texas 75093.

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 the Country Club Road Project 22004 from Commerce Street to Walnut Street, 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,

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.
1.3 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.
I.8 CONSULTANT shall mean an engineering firm that is registered as a Texas Registered Professional Consultant (P.E.) in good standing or a Texas Licensed Engineer (P.E.) in good standing with the Texas Board of Professional Engineering.

I.9 EFFECTIVE DATE shall mean the date of the signature of the last person necessary for this Contract to become effective.

I.10 PROJECT(S) shall mean the road improvement that has been included by the COUNTY in the Transportation Major Capital Improvements Program as approved by the County Commissioners Court, City of Garland and any applicable STAKEHOLDERS.

I.11 RIGHT OF WAY (ROW) shall mean that real property, (either existing, or required in fee and/or easement) identified by COUNTY, CITY, or other project STAKEHOLDER as necessary for the construction of the PROJECT. Such right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.

I.12 SUPPLEMENTAL AGREEMENT shall mean an agreement subsequent to this document which is entered into after formal approval of consultant and Commissioners Court to establish the contractual rights and responsibilities of the CONSULTANT and COUNTY as it relates to the PROJECT.

I.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 Country Club Road Project No.22004, from Commerce Street to Walnut Street, 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 Three Hundred Forty-three Thousand, Three Hundred Ninety-nine and no/one hundredths ($343,399.00) 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 Two Hundred Seventy-nine Thousand One Hundred Twenty and no/one hundredths ($279,120.00) 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 Sixty-four Thousand, Two Hundred Seventy-nine and no hundredths ($64,279.00) 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
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.
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:

- 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 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

MCIP/ENGINEERING SERVICES CONTRACT
with HNTB Architects, Engineers, Planners, Inc.
Country Club Road Project 22004
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 this contract County shall give written notice of such failure to CONSULTANT. CONSULTANT shall fully comply with all items within thirty (30) days of the date of such notice. In the event that CONSULTANT shall, in the sole determination of COUNTY, fail to cure each and every item within the thirty (30) day period, COUNTY shall have the right to immediately terminate this contract.

IX.1.1.2 County may immediately terminate this contract due to insufficient funding.

IX.1.1.3 County may terminate this Contract without cause upon seven (7) days notice.

IX.1.2 Consultant Termination

If in the sole determination of CONSULTANT the COUNTY has failed to comply with any of the terms, conditions, covenants, warranties or provisions of this contract, the CONSULTANT shall give written notice of such failure to COUNTY. In the event that COUNTY fails to cure each and every item within the thirty (30) day period, CONSULTANT shall have the right to terminate this agreement upon thirty (30) days notice to the County.

IX.2 In the event of termination by the County, Consultant shall cease all work upon receipt of notice of termination. CONSULTANT shall invoice COUNTY for all work satisfactorily completed and shall be compensated in accordance with the terms of this Contract for all work accomplished prior to the receipt of notice of termination. No amount shall be due for lost or anticipated profits. All plans, field surveys, maps, cross sections, all electronic information,
and files 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 of every kind and
nature (including, but not limited to court cost, litigation expense and attorneys fees),
paying same as they accrue, and all recoverable interest thereon, incurred by or sought to
be imposed on Indemnities because of injury (including death) or damage to property
(whether real, personal or inchoate), arising out of or occasioned by or caused by
consultant’s negligent act, error, or omission of consultant, any agent, officer, director,
representative, employee, consultant or 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 and/or any other person or entity, other than
COUNTY; (2) the condition of the real property, including any improvements, on which
said operations or work are being performed; (3) the selection, provision, use or failure to
use, by any person or entity, of any tools, supplies, materials, equipment or vehicles
(whether owned or supplied by CONSULTANT, or any other person or entity excluding
COUNTY) in connection with said work or operations; or (4) the presence on COUNTY
real property, including any improvements located thereon, of Consultant, its
subcontractors, employees, suppliers, vendors or any other person acting on behalf of
CONSULTANT. This indemnification shall apply, whether or not any such injury or
damage has been brought on any theory of liability, including negligence, intentional
wrong doing, strict product liability or breach of non-delegable duty. CONSULTANT
further agrees to defend at its sole cost and expense (at the election of any Indemnitee)
against any claim, demand, action or suit for which indemnification is provided
hereunder, paying all costs as they may accrue.

The indemnity provided for in this paragraph shall not apply to any liability resulting
from the negligence of COUNTY, its officers or employees, in instances where such
negligence causes personal injury, death, or property damage. IN THE EVENT
CONSULTANT AND COUNTY ARE FOUND JOINTLY LIABLE BY A COURT OF
COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED
COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF
TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY
AVAILABLE TO COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY
DEFENSES OF THE PARTIES UNDER TEXAS LAW.

MCIP/ENGINEERING SERVICES CONTRACT
with HNTB Architects, Engineers, Planners, Inc.
Country Club Road Project 22004
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, within ten (10) days after the Effective Date of this Contact and prior to and as a condition precedent to the commencement of any work or delivery. Dallas County will neither be responsible for nor authorize payments for services rendered without having the applicable certificates on file. All insurance cost including any deductibles, which shall not exceed ten percent (10%) of the coverage shall be paid in full by CONSULTANT without cost to or contributions from Dallas County. The following minimum insurance coverage is required:

XIII.4.1.1 Workers’ Compensation Insurance in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all of his employees assigned to operate or work under this Contract. In the event the Consultant elects to sublet any work, Consultant shall require subcontractors to provide Workers’ Compensation Insurance for all of the latter’s employees unless such employees are afforded protection by the Consultant.

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier’s right of recovery under subrogation or otherwise from the County.

XIII.4.1.2 Comprehensive General Liability Insurance, including Contractual Liability - Commercial General Liability Insurance coverage shall carry limits of One Million and 00/100 Dollars ($1,000,000.00) for bodily injury and property damage per occurrence with a general aggregate of One Million and 00/100 Dollars ($1,000,000.00), and a products and completed operations aggregate of One Million and 00/100 Dollars ($1,000,000.00). There shall not be any policy exclusion or limitations for contractual liability covering the Contractor’s obligations herein; personal injury/advertising liability; medical
($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...
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:

Mr. Jerry D. Holder, Jr., P.E., Director of Capital Projects  
HNTB Architects, Engineers, Planners, Inc.  
5910 W. Plano Parkway, Suite 200  
Dallas, Texas 75093

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.

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.

MCIP/ENGINEERING SERVICES CONTRACT
with HNTB Architects, Engineers, Planners, Inc.
Country Club Road Project 22004
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 HNTB Architects, Engineers, Planners, 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

ATTEST:

Margaret Keliher
Dallas County Judge

ATTEST:

HNTB ARCHITECTS, ENGINEERS, PLANNERS, INC.

Corporate Seal

Margaret Keliher
Dallas County Judge

Principal

Approved as to Form:

Corporate Seal

Ms. Janet R. Ferguson
Chief Civil Section
Assistant District Attorney

MCIP/ENGINEERING SERVICES CONTRACT
with HNTB Architects, Engineers, Planners, Inc.
Country Club Road Project 22004
April 3, 2003

Department of Public Works
The County of Dallas
411 Elm Street, 4th Floor
Dallas, TX 75202

Attn: Mr. Dale Davidson, P.E.

RE: North Country Club Road (Walnut to Commerce in Garland, TX)

Dear Mr. Davidson:

Based on our discussions with the City of Garland, we have modified item C4 in the Alignment Study Scope of Services. We will not excavate in the landfill area to determine the limits but instead will use a worst case scenario to estimate the construction cost through the landfill area. The fee has not changed since our last submittal. As before, the fee for the alignment study (Attachment B-1) has been separated from the fee for the preliminary design (Attachment B-2). The scope for each of these items is combined in Attachment A. We have included two originals for your use, if you need more, please let us know. We understand that this will go before the Commissioners on April 15, 2003. If there is anything we can do to make sure this happens, please do not hesitate to call.

We hope that this covers the needs of the City of Garland and of Dallas County. We appreciate your time on this matter and look forward to working with you and your staff on this project.

Very truly yours,

HNTB CORPORATION

Jerry O. Holder, Jr., P.E.
Director of Capital Projects

JDH/rmh

36967
Scope of Services

North Country Club Road
Walnut to Commerce in Garland, Texas

Task 1.1 - Alignment Study

Basic Services

The Country Club Road Alignment Study consists of preparing an alignment report documenting the selection of the Country Club Road alignment between Walnut Street and existing Country Club Road, in Garland, Texas. One of the goals of this study is to remove the skewed intersection at Country Club Road and Commerce Street.

A. Project Kick-off Meeting

1. Discuss project scope, schedule, and project issues with City of Garland, Dallas County, HNTB and subconsultants. Obtain data from the City of Garland.

B. Data Collection

1. Site visit to document existing constraints and access to properties along existing Country Club Road, SH 66, and Commerce Street.

2. The City of Garland will provide the following information:
   a. As-built plans for Country Club Road, Walnut Street, and Commerce Street in the study area.
   b. Existing stormwater, sewer, and water utility information.
   c. Site plan documenting the proposed access points for the future Mt. Hebron Baptist Church.
   d. Existing traffic counts for Country Club Road, Walnut Street, SH 66, and Commerce Street. Turning movement counts for the Country Club Road intersection with Walnut Street and SH 66.
   e. Preliminary plans for the Proposed DART rail line south of Commerce Street (from DART).
   f. Aerial photograph of the study site (electronic format).
   g. Topographic and DTM file of the study area (electronic format).

3. TxDOT will provide the following information:
   a. As-built plans for State Highway (SH) 66
C. Environmental Data Collection & Summary

1. Develop an environmental constraints map of the study area using the City of Garland’s Orthophotos, topographic maps, and planimetrics; 100 year-floodplain maps; Hazardous Materials data; National Wetland Inventory (NWI); NRCS soil surveys; and other environmental data as needed. (ArcView).

   a. Conduct a database search.
   b. Visit study area to determine presence of listed sites.
   c. Summarize findings.

3. Conduct Database search for environmental concerns such as;
   a. Threatened and Endangered Species.
   b. Historical/Archeological properties list on the National Register of Historic Places.

   a. Estimate limits of existing material based on research and any on-site physical information. No excavation will be done to determine the limits per direction of the City of Garland. A worst case scenario for material removal and replacement will be used to develop the estimated construction cost.

5. Wetlands Assessment.
   a. Conduct Preliminary desktop delineation.
   b. Determine potential wetland areas with field reconnaissance.
   c. Identify possible permit needs.

6. Identify Floodplain Limits.

7. Report Preparation
   a. Prepare a summary of the preliminary environmental review.

Environmental group deliverables: Environmental data collection summary and constraints map.

D. Establish Design Criteria and Evaluation Criteria

1. Document design criteria to be approved by the City of Garland, Dallas County, and TxDOT.

2. Establish evaluation criteria to compare the alternative alignments. Potential criteria include ROW impacts, cost, and access to adjacent properties among others. The criteria may be qualitative and/or quantitative.
E. Develop Alternatives

1. Three (3) primary alternative alignments will be developed for Country Club Road between Walnut Street and existing Country Club Road. Within each primary alignment, there may be up to five (5) concepts. These concepts will have the same primary alignment, but will differ in terms of access to adjacent property, section of existing Country Club Road removed, etc.

2. Transfer existing ROW information into MicroStation.

3. Prepare preliminary horizontal and vertical alignments for each alternative and determine consequences and impacts of providing adequate vertical clearance at the DART rail line and the F.E.M.A. floodplain to ensure no rise in the water surface elevation.

F. Alternatives Analysis

1. Complete the evaluation matrix for each alternative to analyze the alternatives.

2. Meet with the City of Garland and Dallas County to discuss results of alternatives analysis. Walk-through project site with City of Garland and Dallas County.

3. The City of Garland will contact and coordinate the meetings with the eight (8) property owners (Team Go Figure, “319 Building”, TXU, Mt. Hebron Baptist Church (future), the service station at Walnut and Country Club Road, Oncor, the property owner south of State Highway 66, and the property owner south of Commerce Street) to discuss alternatives. Attend meetings, set up by the City of Garland, with the eight (8) adjacent property owners.

4. Finalize preliminary horizontal and vertical alignment for preferred concept based on comments from City of Garland, Dallas County and property owners.

G. Alternative Alignment Report

1. Prepare Alternative Alignment Report for Country Club Road documenting the alternatives identified and the evaluation process. The report will also include the following documentation for the preferred concept:
   - Section of existing Country Club Road to be removed.
   - Access to adjacent properties.
   - Intersection recommendation (traffic control devices, lane assignments and turn-bays) for Country Club Road at Walnut Street, SH 66, Commerce Street, and Mill Crossing/Springview Drive.
   - Utilities impacted and recommendations on existing Country Club Road utilities.
   - ROW impacts and sensitivity to parcel boundaries.
   - Drainage requirements and impacts.
• Estimated cost of the preferred alternative. The cost will be divided into two sections. The first section will be from Walnut Street to Commerce Street, and the second section will be from Commerce Street over the DART rail line and Bradfield Creek to Mill Crossing/Springview Drive.

**Task 1.2 – Preliminary Design Preparation of 65% Complete Plans**

Task 1.2 will not begin without written authorization from Dallas County and the City of Garland. This task is for the section of Country Club Road from Walnut Street to Commerce Street.

**Basic Services**

1. Prepare for and attend a Pre-Design Charette and Project Walk-thru. Document all comments and decisions developed throughout process.
2. Develop schedule in Microsoft Project. Submit to Dallas County for review.
3. Conduct all surveys necessary for design and right-of-way.
4. Prepare SW3P plans, specifications and estimates as necessary for the design of this project.
5. Provide plans, specifications and estimates for the drainage design associated with the new alignment of North Country Club Road.
6. Provide geotechnical services including field investigation, laboratory testing, and engineering analyses and report.
7. Provide sub surface utility engineering services including designating and locating existing utilities located within the project limits.
8. Prepare traffic signal layout plans to include the following:
   - Signal Design Layout
     • Create roadway geometry base CADD file
     • Create signal layout sheets
     • Create Preliminary Estimate and Quantity sheets
     • Modify Standard Detail sheets (poles, foundations, etc.)
     • Assemble Standard Detail sheets
     • Create Traffic Signal Removal sheet
   - Specifications
     • Prepare Standard Specifications
     • Prepare Special Specifications
     • Prepare Special Provisions
   - Estimate
     • Measure Preliminary Quantities
     • Prepare Estimate
   - Coordination and Reviews
     • Coordinate with TxDOT District
     • Coordinate with NTCOG, City of Garland, etc.
9. Prepare preliminary construction plans to include the following:
   - Title Sheet, Location Map, and Index of Sheets
   - General Notes and Legend
   - Project Layout Sheet
10. Develop the preliminary statement of opinion of probable cost.
11. Attend review meeting with all agencies.
12. Submit five sets of preliminary plans and outline of any special technical specifications.
13. Attend Plan-in-Hand with team members. Document all findings and distribute to all team members and agencies.
15. Submit five full-size & two half-size plan sets along with electronic files.
16. Detail Scope of Services for Phase II. Phase II will take the 65% plans to 100% final construction plans.

**Special Services**

1. Attend and actively participate in pre-design charrette & project walk-thru.
2. Attend public meetings that may be necessary and scheduled by the County to complete the preliminary plan preparation (maximum of 5).
3. Review meetings with all Agencies.
4. Develop Storm Water Pollution Prevention Plans.
   • Provide Plan Drawings (1"=50') of SW3P for roadway work.
   • Provide SW3P Detail Sheet
   • Provide a Quantity Takeoff and Engineer's Estimate of Probable Cost.
   • Provide Coordinates and Receiving Water information for Letter of Intent.
5. Geotechnical Services – perform subsurface exploration borings and provide a geotechnical report. The scope of the geotechnical services is detailed in the attached Terra-Mar document. The consultant shall have no responsibility to discover, detect, handle, remove, abate, dispose of or report the existence or presence of environmental damage or other hazardous materials that exist on, about or adjacent to the project site.

6. Provide Subsurface Utility Engineering as needed for the project along the SH 66 intersection area.

7. Reproduction of plans and specifications, and GEOPAK information exchange.

8. Mileage, Deliveries, and Other Reimbursables.
ATTACHMENT "B-1"  
NORTH COUNTRY CLUB ROAD  
WALNUT TO COMMERCE IN GARLAND, TEXAS  
PROJECT NUMBER 22004  
ESTIMATE OF MAN-HOURS  
PHASE I - ALIGNMENT STUDY

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Principal</th>
<th>Project Manager</th>
<th>Project Engineer</th>
<th>Design Engineer/Planner</th>
<th>CADD/ Tech</th>
<th>Clerical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1.1 Country Club Road Alignment Study</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Project Kick-off Meeting</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>B. Data Collection</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Environmental Data Collection &amp; Summary</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Develop environmental constraints map</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>32</td>
<td>16</td>
</tr>
<tr>
<td>2. Prepare preliminary Hazmat record search</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>3. Conduct Database search for environmental concerns</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>4. Conduct on-site investigation of Landfill</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>5. Wetlands Assessment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>6. Identify Floodplain Limits</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>7. Report Preparation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>24</td>
<td>32</td>
</tr>
<tr>
<td>D. Establish Evaluation Criteria and Review with City of Garland and Dallas County</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>16</td>
</tr>
<tr>
<td>E. Develop Alternatives</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Develop primary alternatives and concepts</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6</td>
<td>16</td>
</tr>
<tr>
<td>2. Transfer existing ROW maps into MicroStation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>3. Prepare prelim H &amp; V alignment for concepts, including rail clearance and FEMA floodplain</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>20</td>
<td>60</td>
</tr>
<tr>
<td>4. Prepare preliminary alignment for preferred concept</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>100</td>
<td>46</td>
</tr>
<tr>
<td>F. Alternatives Analysis</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Complete evaluation matrix</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6</td>
<td>24</td>
</tr>
<tr>
<td>2. Meet with City of Garland and Dallas County (prepare, facilitate, and document)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>3. Meet with adjacent property owners (prepare exhibits, attend, and document)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4. Finalize preliminary alignment for preferred concept</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>G. Alternative Alignment Report</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>32</td>
<td>24</td>
</tr>
<tr>
<td>1. Prepare alternative alignment report</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>16</td>
</tr>
<tr>
<td>Person-Hour Subtotal</td>
<td>2</td>
<td>69</td>
<td>196</td>
<td>385</td>
<td>104</td>
<td>12</td>
</tr>
</tbody>
</table>

Hourly Rate:  
- $60.00  
- $49.00  
- $37.00  
- $30.00  
- $27.00  
- $18.00  

Direct Labor Cost Per Person:  
- $120.00  
- $3,381.00  
- $7,252.00  
- $11,850.00  
- $5,238.00  
- $216.00  

Total Direct Labor Cost: $28,057.00

BASIC SERVICES
- Direct Labor Cost: $28,057
- Indirect Labor, Overhead: $45,130
- HNTB Engineering Subtotal: $73,187
- Profit: $10,978
- Out-of-Pocket Expense: $625
- Landfill Location Study (Terra-Mar, Inc.): Not in Contract

TOTAL FEE FOR ALIGNMENT STUDY: $84,790
MEMORANDUM

TO: Commissioners Court
FROM: Selas Camarillo, P.E., R.P.L.S.
Assistant Director - Property Division
SUBJECT: Resale of Tax Foreclosed Properties via Sealed Bid
Request for Bid No. 2003-041-1276, Sale 18

BACKGROUND

On March 11, 2003, the Dallas County Commissioners Court authorized the Purchasing Department to solicit bids for the resale of four tax-foreclosed properties. Sealed bids to sell the tax foreclosure properties advertised in Request for Bid No. 2003-041-1276 were received by the Purchasing Department on April 17, 2003. The results of the bid are as follows:

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Bidder's Name</th>
<th>Judgment Amount*</th>
<th>Minimum Bid</th>
<th>Bid Amount Rec'd</th>
<th>Denotes number of times property has been offered for resale</th>
</tr>
</thead>
<tbody>
<tr>
<td>VACANT LOTS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>315 &amp; 317 W. 6th St.</td>
<td>(1) Jack Minyard</td>
<td>$37,205.64</td>
<td>$11,000.00</td>
<td>$15,175.00</td>
<td>1</td>
</tr>
<tr>
<td>Lancaster, Texas</td>
<td>(2) George Lewis, Jr.</td>
<td></td>
<td></td>
<td>$12,250.00</td>
<td></td>
</tr>
<tr>
<td>Case #91-40537-TC</td>
<td>(3) V.L. Lacy &amp; Co., Inc.</td>
<td></td>
<td></td>
<td>$12,003.33</td>
<td></td>
</tr>
<tr>
<td>DCAD#36000508300100000 and #36000508300110000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>712 S. MacArthur Blvd.</td>
<td>(1) Mazhar Ali &amp; Firoz Visram</td>
<td>$392,854.23</td>
<td>$200,000.00</td>
<td>$260,786.00</td>
<td>1</td>
</tr>
<tr>
<td>Irving, TX</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Cause #97-40787-TF</td>
<td></td>
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<tr>
<td>DCAD #65049404010210000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3921 Wood Oak Drive</td>
<td>(1) V.L. Lacy &amp; Co. Inc. $8,539.82</td>
<td>$6,405.00</td>
<td>$7,003.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balch Springs, TX</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cause #97-31640-T-K</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DCAD #12011500020190200</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

*Judgment Amount: The minimum bid announced by the Sheriff’s Department at the Sheriff’s Sale includes the total amount of taxes, penalties and interest awarded in the judgment plus court costs, attorney’s fees, post judgment interest, sheriff’s fees and publishing fees.
LEGAL INFORMATION

This sale is in compliance with the Property Tax Code, Section 34.05 and the Tax Foreclosure Resale Policy adopted by the Commissioners Court via Court Order No. 2000-396. Pursuant to Section 34.05(i) of the Tax Code, the Cities of Irving, Lancaster and Balch Springs and the Lancaster and Dallas I.S.D. have provided the necessary resolutions consenting to the sale of these properties at or above the minimum bid amount. The Irving I.S.D. has advised it will be presenting this matter to its Board for approval on May 19, 2003. All sales are subject to and conditioned upon approval of the Dallas County Commissioners Court and each taxing unit entitled to receive proceeds of the sale under the judgment.

Dallas County will execute a Quitclaim Deed which will contain an acknowledgment that the property is subject to the prior owners' right of redemption, if any, and that the property is being purchased "AS IS/WHERE IS" and "WITH ALL FAULTS" and the County of Dallas has no responsibility for the condition of the property.

FINANCIAL IMPACT

Each of the properties offered for sealed bids received a bid(s) above the advertised minimum bid amount. The high bid of $15,175.00 received on 315 & 317 W. 6th Street, Lancaster, is approximately $22,030.64 less than the total amount of the judgments against the property or $37,206.54. The single bid of $260,786.00 received on 712 S. MacArthur Blvd, Irving, is approximately $132,068.23 less than the total amount of the judgments against the property or $392,854.23. The single bid of $7,003.00 received on 3921 Wood Oak Drive, Balch Springs, is approximately $1,536.82 less than the total amount of the judgments against the property or $8,539.82.

In accordance with the Tax Code, Sec. 34.06. Distribution of Proceeds of Resale, the purchasing taxing unit shall first retain an amount from the proceeds to reimburse the taxing unit for reasonable costs, as defined by Section 34.21, incurred by the unit for: (1) maintaining, preserving, and safekeeping the property, (2) marketing the property for resale, and (3) costs described in Section 34.06 (f). After retaining the amount authorized above, the unit shall then pay all costs of the officer conducting the sale and the clerk of the court in connection with the suit and sale, then distribute the remainder of the proceeds, if any, to each taxing unit participating in the sale in an amount equal to the proportion each participant’s taxes, penalties, and interest bear to the total amount of taxes, penalties, and interest due all participants in the sale. Reasonable cost and expenses of “resale” incurred are as follows:

<table>
<thead>
<tr>
<th>DEDUCTIONS</th>
<th>DISTRIBUTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Expenses</td>
<td>Dallas County (Fund 120, Exp. Code 44557, Sale of RE)</td>
<td>$3,122.47/property</td>
</tr>
<tr>
<td>($9,367.42/3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mowing</td>
<td>City of Irving</td>
<td>$3,963.00</td>
</tr>
<tr>
<td>1999-2000: $ 622.40</td>
<td>P.O.Box 152288</td>
<td>(712 S. MacArthur only)</td>
</tr>
<tr>
<td>2001: $1,016.00</td>
<td>Irving, TX 75015-2288</td>
<td></td>
</tr>
<tr>
<td>2002: $2,325.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PERFORMANCE MEASURES IMPACT

Sale of these properties will assist the Property Division in meeting its 3rd quarter performance measures for FY 03.
PROJECT SCHEDULE

Court Order Awarding Bids  May 20, 2003
Balance Purchase Price Due  June 19, 2003
Execute Quitclaim Deeds  June 19, 2003

RECOMMENDATION

The Department of Public Works has reviewed the bids submitted and recommends that the Commissioners Court: (1) award the bids to the following highest bidders in the amount of their respective bid as shown below, subject to and conditioned upon approval of each taxing unit entitled to receive proceeds of the sale under the judgment and the previous owners right of redemption, if any, (2) authorize the sale of these properties by quitclaim deed, and (3) authorize the Tax Assessor Collector to receive the awarded bid amounts below, calculate the amount due each of the taxing units and disburse the proceeds in accordance with the Property Tax Code.

<table>
<thead>
<tr>
<th>Bidder:</th>
<th>Property Address:</th>
<th>Bid Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jack Minyard</td>
<td>315 &amp; 317 W. 6th St., Lancaster</td>
<td>$15,175.00</td>
</tr>
<tr>
<td>121 Palmer Circle</td>
<td>Lancaster, TX 75146</td>
<td></td>
</tr>
<tr>
<td>Mazhar Ali and Firoz Visram</td>
<td>712 S. MacArthur Blvd., Irving</td>
<td>$260,786.00</td>
</tr>
<tr>
<td>3102 Cortez Ct. E</td>
<td>Irving, TX 75062</td>
<td></td>
</tr>
<tr>
<td>V.L. Lacy &amp; Co., Inc.</td>
<td>3921 Wood Oak Drive, Balch Springs</td>
<td>$7,003.00</td>
</tr>
<tr>
<td>820 Whitestone Lane</td>
<td>Dallas, TX 75232</td>
<td></td>
</tr>
</tbody>
</table>

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

APPROVED BY:

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

xc: Janet Ferguson, Chief, Civil District Attorney's Office
Phillip Vasquez, Purchasing Department
David Childs, Tax Assessor/Collector
DeMetris Sampson, Attorney, LGBS
MEMORANDUM:

TO: Commissioners Court
FROM: Selas Camarillo, P.E., R.P.L.
Assistant Director - Property Division

SUBJECT: ROW Acquisition Services Indefinite Delivery Quantity Contract
Work Order No. 5, CMAQ Project No. 28
(Dallas North Tollway at Spring Valley Rd., Parcels 2 & 3)

BACKGROUND OF ISSUE:

The Commissioners Court adopted a “Policy for Procurement of Right of Way Services” via Court Order No. 99-771. Pursuant to Court Order No. 2001-1732, the Commissioners Court awarded the Indefinite Delivery Quantity Contract (IDQ) to Contract Land Staff, Inc., for a term of three-years with an option to extend two one-year additional terms. This is the fifth Work Order under the IDQ Contract for Right of Way (ROW) Services.

IMPACT ON OPERATIONS AND MAINTENANCE:

N/A

LEGAL INFORMATION:

The Public Works Department was authorized to negotiate reasonable Work Order fees with Contract Land Staff, Inc., for right of way acquisition services and submit the results to Commissioners Court.

FINANCIAL IMPACT:

CMAQ Project No. 28, Dallas North Tollway at Spring Valley Road, Parcel 2 and Parcel 3 was selected for outsource right of way services and the Work Order fees negotiated are as follows:

Work Order No. 5; Completion Time is 45 Days from Notice to Proceed

Basic Fee..............................................$9,600.00
Reimbursable Costs.............................. $ 3,100.00
Total Work Order No. 5...........................$12,700.00
PERFORMANCE MEASURES IMPACT:

The parcels associated with this Work Order No. 5 are included in the workload measures for FY 2003. Completion of the acquisition of this ROW will allow the Property Division to meet its annual performance outcome measures.

PROJECT SCHEDULE:

Contract Land Staff, Inc. is prepared to commence acquisition activities upon receipt of “Notice to Proceed”. Time of completion for Work Order No. 5 is forty-five days from the “Notice to Proceed”.

RECOMMENDATION

The Director of Public Works has reviewed the Work Order fee and completion time submitted on the CMAQ Project No. 28 (Dallas North Tollway at Spring Valley Road) and considers this fee and schedule to be fair and reasonable. It is recommended that Work Order No. 5 in the amount not to exceed $12,700.00 be awarded to Contract Land Staff, Inc. with funding available in Project 91-724/000724, Fund 0424.

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

APPROVED BY:

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

SC:SH/cd
Selas 2002-01/Brief cls wo 5

Attachment
WORK ORDER NO. 5  COURT ORDER NO. _______  DATE: _________

WORK ORDER
INDEFINITE DELIVERY QUANTITY
RIGHT-OF-WAY ACQUISITION SERVICES CONTRACT

CONTRACT LAND STAFF, INC.
CONTRACTOR:

SCOPE: For right of way services to include, but not be limited to: appraisal services and project administration services for CMAQ 28, Dallas North Tollway @ Spring Valley Road, Parcel 2 & Parcel 3.

TOTAL BASIC FEE (PART A) (BASED ON ATTACHED SCHEDULE) $9,600.00

TOTAL REIMBURSABLE CHARGES (PART B) (BASED ON ATTACHED SCHEDULE) $3,100.00

WORK ORDER (PART A & PART B) $12,700.00

TIME OF COMPLETION, Within forty five (45) days from the Notice to Proceed.


Recommended By: ________________________________
Donal Holzwarth, P.E.
Director of Public Works

APPROVED BY: ________________________________
Margaret Keliher
Dallas County Judge

ACCEPTED BY: ________________________________
Laurie Markoe
Vice President, General Manager
Contract Land Staff, Inc.
ATTACHMENT TO WORK ORDER NO. 5

SCHEDULE OF RIGHT-OF-WAY SERVICES

PART A.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>ESTIMATED COST PER PARCEL</th>
<th>NUMBER OF PARCELS</th>
<th>ESTIMATED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIRECT SERVICES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>150.00</td>
<td>2</td>
<td>$300.00</td>
</tr>
<tr>
<td>Appraisal</td>
<td>150.00</td>
<td>2</td>
<td>$300.00</td>
</tr>
<tr>
<td>Negotiation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Condemnation Support:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appraisal</td>
<td>N/A</td>
<td>Refer to Part B</td>
<td></td>
</tr>
<tr>
<td>Administration/Coordination of Exhibits</td>
<td>N/A</td>
<td>Refer to Part B</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Closing Services:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surveying and Measuring Services</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUB-TOTAL, DIRECT SERVICES</td>
<td></td>
<td></td>
<td>$600.00</td>
</tr>
</tbody>
</table>

SUB-CONTRACT COSTS

<table>
<thead>
<tr>
<th>Activity</th>
<th>Parcel 2 (long form)</th>
<th>Parcel 3 (short form)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appraisal</td>
<td>$6,500.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

SUBTOTAL, SUB-CONTRACT COSTS $9,000.00

TOTAL PART A $9,600.00

---

1 The "Estimated Cost per Parcel" is used to estimate the maximum cost for the Work Order. Actual cost will be based on actual hours worked by position classification.
PART B.  **REIMBURSABLE CHARGES:**

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

1. Additional meetings/presentations where county has requested Contractor's attendance will be compensated at rate of **$60.00** Per hour. Chargeable time shall be computed from time Contractor arrives at prescribed meeting location through termination of meeting (minimum one hour) with no additional cost for travel expense. The total cost to the County not to exceed **$600.00**.

2. Assistance to the County as expert witness in any litigation with third parties and condemnation proceedings will be compensated based on an hourly rate for each hour in which Contractor's preparation and presence is required. Chargeable time shall be computed from time Contractor arrives and departs meeting and/or the actual documented time (Time Sheet) spent to prepare for such litigation, (including travel costs) at **$125.00** per hour and **$60.00** per hour to coordinate exhibits. The total cost to the County shall not exceed **$2,500.00**.

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

\[
\text{TOTAL PART B} \quad \text{\$3,100.00} \\
\text{TOTAL PART A and PART B} \quad \text{\$12,700.00}
\]
### Detail of Project Costs

#### Work Order Number 5

**CMAQ 28, Dallas North Tollway @ Spring Valley Road, Parcel 2 & Parcel 3**

<table>
<thead>
<tr>
<th>Direct Services</th>
<th>Estimated Hours Per Parcel</th>
<th>Hourly Rate</th>
<th>Number of Parcels</th>
<th>Estimated Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Administration</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>2</td>
<td>75.00</td>
<td>2</td>
<td>$300.00</td>
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<tr>
<td>Acquisition Agent</td>
<td></td>
<td>65.00</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td></td>
<td>45.00</td>
<td></td>
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<tr>
<td><strong>Total, Project Administration</strong></td>
<td></td>
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<td></td>
<td>$300.00</td>
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<tr>
<td><strong>Appraisal</strong></td>
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<tr>
<td>Project Manager</td>
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<td>75.00</td>
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<tr>
<td>Acquisition Agent</td>
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<tr>
<td><strong>Total, Appraisal</strong></td>
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<td></td>
<td></td>
<td>$300.00</td>
</tr>
<tr>
<td><strong>Negotiation</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acquisition Agent</td>
<td></td>
<td>65.00</td>
<td></td>
<td>0.00</td>
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<td>45.00</td>
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<tr>
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<td>$0.00</td>
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<tr>
<td><strong>Title, Research and Curative</strong></td>
<td></td>
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<td>Acquisition Agent</td>
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<tr>
<td><strong>Closing Services</strong></td>
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<td>Acquisition Agent</td>
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<td>Administrative Assistant</td>
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Sub-Contract Services
Appraisal
CMAQ 28,
*Dallas N. Tollway @ Spring Valley Rd.*

<table>
<thead>
<tr>
<th>Parcel</th>
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<tbody>
<tr>
<td>Parcel 2</td>
<td>Long Form</td>
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<tr>
<td>Parcel 3</td>
<td>Short Form</td>
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**Total, Appraisal**

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<td>$9,000.00</td>
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**Total, All Services,**

$12,700.00
May 7, 2003

TO: Commissioners Court

THROUGH: J. Allen Clemson, Administrator

FROM: Rick Loessberg, Director of Planning & Development

SUBJECT: Updating County Tax Abatement Policy

BACKGROUND

Chapter 312 of the Tax Code, which is the primary statute that most cities and counties use when they provide tax abatements, requires these entities to first adopt guidelines that explain what type of abatement requests they will accept and how they will review them before any specific tax abatement request can be considered. Unless otherwise renewed by the entity, these guidelines automatically expire every two years.

Because the County’s policy utilizes a variety of Census data to determine project eligibility and because much of this data from the 2000 Census had not yet been released when the County’s abatement policy was up for renewal last July, the Court chose to renew the then-existing abatement policy with the understanding that when the 2000 data became available, this policy would be re-examined. As the needed data from the 2000 Census has since been released, staff has reviewed this information and sought to update the County’s existing policy where appropriate.

DESCRIPTION OF PAST ABATEMENT ACTIVITY

The County adopted its first abatement policy in 1988. While the policy has been amended over the past fifteen years to clarify certain provisions, to designate some geographic areas as being "under-utilized," and to create new categories for special types of projects, the framework of the original 1988 policy is generally still in place.

Fifty-four abatements have been authorized since 1988. A brief description of these abatements is as follows:

- Thirty-nine of the abatement projects have been located in Dallas, nine have been located in Irving, five have been located in Richardson, and one has been located in Farmers Branch;
Twenty-four of the projects have been located in distressed areas, fourteen have been located in the central business district, and sixteen have been located in non-distressed areas;

While the County has received ten inquiries for "under-utilized" area projects located outside of downtown Dallas and has submitted an "offer" letter for one of the inquiries, only one application (which was subsequently tabled by the applicant) has been submitted for an "under-utilized" area project outside of downtown;

Sixteen of the abatements have been provided for historic preservation projects (of which twelve involved housing), five have been provided for housing projects not involving historic preservation, and thirty-two have been for projects involving the expansion, construction, or relocation of offices, distribution centers, or manufacturing facilities;

Twelve of the aforementioned thirty-one expansion/construction/relocation projects have involved the telecom, software, or semi-conductor industries; no other industry group has had more than five abatements;

Forty-six of the fifty-four authorized abatement projects have actually occurred, generating an increase in the County’s tax base of approximately $2 billion;

Only thirty of the forty-six projects that have occurred have actually utilized their authorized abatement which has resulted in $1.4 billion (or about 70%) of the aforementioned $2 billion increase being abated;

The percentage of the County’s tax base that has been abated has remained constant at about one percent.

DESCRIPTION OF PROPOSED/CONSIDERED REVISIONS

Staff has reviewed past abatement activity and the Census data that has recently become available and has proposed a number of minor changes to the current policy. These proposed changes, which have been incorporated into the attached draft policy, primarily deal with either updating the variables that are used to determine which areas are distressed, non-distressed, or under-utilized; updating the policy’s payroll increase requirements (which have always been based on what the average salary is in Dallas County); or clarifying what constitutes a new construction/relocation project or a strategic investment project.

In addition to these clarification/updating changes, two other revisions have been proposed to reflect recent changes in State law. In 2001, the Legislature deleted the requirement that non-municipal taxing entities interesting in providing an abatement outside of an enterprise zone had to do so within
ninety days of when an abatement agreement between the applicant and city was executed. Staff has proposed having the County impose a similar requirement of its own so as to help ensure that the County will be providing abatements for projects that might not otherwise have occurred and to help reduce the likelihood that the County will only be asked to provide an abatement as an afterthought. Under the proposed revision, formal abatement requests would have to be submitted to the County no later than ninety days after an abatement agreement between the city and the applicant was executed.

Besides deleting the aforementioned 90-day window of opportunity in 2001, the Legislature also created Chapter 381 under the Local Government Code to allow counties to undertake a variety of new economic development activities. Included within this new authority, which is very similar to that granted to municipalities under Chapter 380 in 1989, is the ability to provide an abatement-like incentive without actually having to use the traditional tax abatement statute. Since some local cities (like Carrollton) prefer to use Chapter 380 to provide their tax incentives because the process is faster, staff has proposed formally extending the County’s policy so that it will also clearly apply to any tax incentive projects that cities propose under Chapter 380/381.

In addition to developing the proposed changes outlined above, staff has also looked into the feasibility of imposing an application fee and examined whether the current policy’s job generation and tax base increase requirements need to be updated. However, as will be explained below, no changes in these areas are being proposed.

The policy’s current job generation and tax base increase requirements, which are shown below, have generally been in effect since 1988 and have been more stringent than those imposed by local cities and counties which typically require a tax base increase of $1 million-$5 million and which either have no job generation requirement or require that as few as twenty-five jobs be created.

**CURRENT ELIGIBILITY REQUIREMENTS**

<table>
<thead>
<tr>
<th>PROJECT TYPE</th>
<th>FOR DISTRESSED AREA</th>
<th>FOR UNDER-UTILIZED/EMERGING AREA</th>
<th>FOR NON-DISTRESSED AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>JOBS</td>
<td>TAX BASE</td>
<td>JOBS</td>
</tr>
<tr>
<td>New Construction/Relocation</td>
<td>100</td>
<td>$5 million</td>
<td>200</td>
</tr>
<tr>
<td>Facility Expansion/Modernization</td>
<td>50</td>
<td>$2.5 million</td>
<td>100</td>
</tr>
</tbody>
</table>

The County’s job generation and tax base requirements have historically been based on the characteristics of the local economy. When these requirements were first formulated, there was a relationship of approximately $41,000 of non-residential assessed valuation for every job in the County. This ratio, which was rounded-up to $50,000 to facilitate its use, was incorporated into the County’s policy to help determine the amount of tax base increase that a project had to generate.
A review of the most current tax base and employment data available discloses that the use of this $50,000 ratio would still appear to be valid as the current ratio is actually $50,098.

In developing the County's first abatement policy, the Court sought to have a policy that would only provide abatements for projects of a meaningful scale (i.e., projects that generated new jobs or increased the local tax base at a level substantially higher than what normally occurred in the Dallas area). Accordingly, the size of local businesses (in particular, those that employed more than 100-500 people) was taken into consideration as the original job generation requirements were established.

At the time that this requirement was established, 97% of the businesses in Dallas County employed at least 100 people, and as shown below, this figure has not changed noticeably since 1988. Similarly, the proportion of the businesses that employ 100-249 people, 250-499 people, and 500+ people has also not changed significantly over the same period.

### DISTRIBUTION OF BUSINESSES BY EMPLOYMENT

<table>
<thead>
<tr>
<th># Employees in Firm</th>
<th>Percentage of Firms 1988</th>
<th>Percentage of Firms 2000</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-99</td>
<td>97.0%</td>
<td>96.1%</td>
</tr>
<tr>
<td>100-249</td>
<td>2.1%</td>
<td>2.6%</td>
</tr>
<tr>
<td>250-499</td>
<td>0.6%</td>
<td>0.8%</td>
</tr>
<tr>
<td>500+</td>
<td>0.3%</td>
<td>0.5%</td>
</tr>
</tbody>
</table>

Given that this distribution of business by employment size has not changed and that staff is not aware of any project that did not materialize solely because it did not meet the County's abatement policy, it would appear that it is not necessary to update this job generation requirement unless the Court would like to change the emphasis of the policy.

One other possible change to the policy that was considered, but not proposed, was the imposition of an application fee. A change made during the last Legislative session now clearly allows taxing jurisdictions to impose up to a $1000 fee for every submitted tax abatement application. To determine whether the imposition of such a fee would be feasible, staff first surveyed fourteen cities and counties in the Dallas-Ft. Worth area to see if such a fee was being levied by these entities. As can be seen below, according to this survey, entities in the western part of the DFW area generally charge an application fee whereas those in the eastern half without exception do not.
APPLICATION FEE SURVEY

<table>
<thead>
<tr>
<th>SURVEYED ENTITY</th>
<th>CHARGES FEE</th>
<th>SURVEYED ENTITY</th>
<th>CHARGES FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tarrant County</td>
<td>NO</td>
<td>Collin County</td>
<td>NO</td>
</tr>
<tr>
<td>Ft. Worth</td>
<td>YES</td>
<td>Dallas</td>
<td>NO</td>
</tr>
<tr>
<td>Arlington</td>
<td>Under Consideration</td>
<td>Plano</td>
<td>NO</td>
</tr>
<tr>
<td>Denton County</td>
<td>YES</td>
<td>Richardson</td>
<td>NO</td>
</tr>
<tr>
<td>Grand Prairie</td>
<td>YES</td>
<td>Garland</td>
<td>NO</td>
</tr>
<tr>
<td>Irving</td>
<td>YES</td>
<td>Cedar Hill</td>
<td>NO</td>
</tr>
<tr>
<td>Farmers Branch</td>
<td>NO</td>
<td>Mesquite</td>
<td>NO</td>
</tr>
</tbody>
</table>

Among the entities that do charge or are seriously considering charging an application fee, they do so to recover their costs of publication (municipalities are required to have public notices published before they provide a tax abatement under Chapter 312) and/or because they have previously spent significant staff time on abatement proposals that ultimately were not approved or that did not materialize.

While charging a $1000 application fee would allow the County to fully recover all of the administrative costs of processing most abatement requests, the imposition of such a fee is not recommended at this time because:

1. Unlike cities, the County does not have to incur publication costs;

2. Since it has more stringent eligibility requirements, the County has not been inundated with abatement proposals that have either not materialized or not been approved;

3. Such fees are still not common among the entities in the eastern half of the DFW area; and

4. The expenses associated with reviewing abatement proposals and the revenue that would be generated would be minimal (the most applications the County has ever received in one year is nine).

However, in the event that either the imposition of such fees becomes more common in the eastern portion of the DFW area or the rate at which formal abatement requests are made, then staff will revisit the issue.
IMPACT ON OPERATIONS

Updating the information that is used to determine which areas are distressed, non-distressed, or under-utilized does not result in any significant changes in the amount of territory that is presently included within any of these categories; as can be seen in the two attached maps, there is very little difference between the areas designated under the older information and those designated using the more current data. As a result, updating the information used in this policy should not lead to a noticeable change in the amount or the type of abatement requests.

Extending the policy to cover Section 380/381 tax incentive projects should also not significantly change the number or types of abatement requests since few cities use Section 380 and since a project that would be eligible under Section 380 could most likely have been authorized under Chapter 312 and thus the County's previous policy.

Similarly, having the County impose its own 90-day window of opportunity requirement should not have an adverse impact on the economic development process since cities and firms/developers have had to work under the previously State-mandated 90-day window for over a decade and since the 90-day window still remains in effect for enterprise zone projects.

LEGAL INFORMATION

The majority of the abatements that the County has approved since 1988 have been authorized under Chapter 312 of the Tax Code which is the statute that requires the adoption of a tax abatement policy. Such policies, per this statute, must be in effect for a period not to exceed two years and can only be amended or repealed by a three-fourths majority vote. Also, this statute provides the Commissioners Court with the authority to determine whether abatements from the Hospital District will be given since the Court is responsible for setting its tax rate.

RECOMMENDATION

It is recommended that the Commissioners Court adopt the revised abatement policy which will remain in effect for two years unless otherwise amended or repealed by a three-fourths majority vote.

Recommended by:

J. Allen Clemson, Administrator

cc: Virginia Porter, Auditor
    Ryan Brown, Budget Officer
    David Childs, Tax Assessor/Collector
    Liz McMullen, Hospital District
BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the __________ day of __________________________, 2003, on motion made by ________________________________ and seconded by ________________________________, the following Order was adopted:

WHEREAS, on __________, the Dallas County Commissioners Court was briefed on proposed revisions to the County's current tax abatement policy which is authorized under Court Order 2002-1345; and

WHEREAS, these revisions would update the data that is used to determine project eligibility and extend the policy to include tax incentive requests made under Chapter 381 of the Local Government Code.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the proposed revisions to Dallas County's abatement policy are approved and included in the attached document, that this document shall replace the tax abatement policy previously authorized under Court Order 2002-134 and contained in Chapter 62, Article IV of the Dallas County Code, and that it shall be used to evaluate all tax abatement requests received by Dallas County and the Dallas County Hospital District for a period of two years, unless otherwise repealed, amended, or extended.

DONE IN OPEN COURT this the ________ day of ____________________, 2003.
DALLAS COUNTY TAX ABATEMENT POLICY

I. INTRODUCTION

Taxing jurisdictions in Texas are authorized under Chapter 381 of the Local Government Code and Section 11.24 and Chapter 312 of the Tax Code to provide tax abatements for historic preservation, housing, and economic development projects. To help ensure that all tax abatement requests are consistently reviewed and that only the most effective and appropriate projects are undertaken, the following policy has been developed. It shall govern the consideration of all tax abatement requests received by both the Dallas County Commissioners Court and the Dallas County Hospital District.

II. DEFINITIONS

Applicant: The firm, party, entity, or organization that would be receiving the tax abatement if granted.


Dallas County City: The portion of any city located within Dallas County.

Distressed Area: Excluding the Dallas CBD, either a census tract whose median family income is less than or equal to 150% of the poverty level for a Dallas area family of four or the area contained within a federally or state-designated enterprise zone, empowerment zone, or enterprise community.

Economic Assessment Criteria: Five criteria used to identify under-utilized/emerging areas under this policy. These criteria are defined as follows:

- Low population growth (percentage change in population that is less than the County average for 1980-1995 1990-2000).
- Low property values (median value of owner-occupied structure is no greater than 50% of the County median).
- Low employment growth (percentage change in employment that is less than the County average for 1990-1995 1998 with any increase in the number of jobs being less than 2500).
- Low traffic congestion (roadways where, in 1995 1999, no more than 30% of lane miles exceeded free-flow traffic levels during peak hours).
- Predominantly low/moderate income population (at least 51% of population earns less than 80% of the Dallas area median household income).
**Economic Development Project:** One of four general tax abatement project categories under this policy. Projects falling within this category generate new jobs, increase the local property tax base, involve the modernization/addition of equipment, and/or the expansion, construction, or leasing of business facilities.

**Facility Expansion/Modernization Project:** An economic development project involving the modernization/addition of equipment/inventory and/or the physical expansion or modernization of an existing facility or the construction of a new/additional building within the same city where the firm’s major Dallas County facility is located.

**Economically Significant Project:** An economic development project that either creates at least 1,000 new full-time permanent jobs or increases the County’s tax base by at least $100 million through the addition of new equipment, the expansion of inventory, the construction of a new facility, and/or the renovation/expansion of an existing facility.

**Higher Education Facilities Project:** One of four general tax abatement project categories under this policy. Projects falling within this category involve the construction/renovation/expansion of facilities that primarily consist of classrooms, distance learning centers, libraries, and/or laboratories that are exclusively used by accredited universities and colleges.

**Historic Preservation Project:** One of four general tax abatement project categories under this policy. Projects falling within this category involve the utilization of a structure that is either listed in the National Register of Historic Places, is eligible for such listing, or is located within a district that is listed in the National Register.

**Housing Project:** One of four general tax abatement project categories under this policy. Projects falling within this category must be located within either a distressed area or the Dallas CBD and involve the construction, development, or rehabilitation of housing or the conversion of an existing structure into housing.

**New Construction/Relocation Project:** An economic development project involving the construction of a facility (including its inventory and equipment) for a new business or an existing firm that is relocating from outside of Dallas County; or the construction of another facility (including its inventory and equipment) for an existing business if the construction will occur in a city other than where its major Dallas County facility is located; or the construction of another facility (including its inventory and equipment) for an existing business if the new facility, while it will occur in the city where the firm’s major Dallas County facility is located, will replace an existing facility in another Dallas County city.

**Non-Distressed Area:** A census tract whose median family income is greater than 150% of the poverty level for a Dallas area family of four or the area that is not contained within a federally or state-designated enterprise zone, empowerment zone, or enterprise community or that is not defined as an under-utilized/emerging area under this policy.
Payroll: Includes all forms of compensation, such as salaries, wages, reported tips, commissions, bonuses, vacation allowances, sick-leave pay, employee contributions to qualified pension plans, and the value of fringe benefits before deductions for Social Security, income tax, insurance, union dues, etc. are made. For corporations, it also includes amounts paid to officers and executives; for unincorporated businesses, it does not include profit or other compensation of proprietors and partners.

Strategic Investment Project: An economic development project involving a firm that derives a majority of its revenue from the design, research, development, manufacture, sale, and/or provision of bio-technology, telecommunication, fuel cell, electronic, internet service, software, and computer product and services. Said projects must create at least thirty-five new full-time permanent jobs and increase the County’s tax base by at least $1 million. The average salary of all jobs created by such projects must be at least $50,000, and the project must principally consist of the firm’s corporate/administrative, research and development, manufacturing, or service delivery operations; they shall not principally consist of the firm’s warehouse/distribution operations.

Tax Abatement: A form of tax incentive that is authorized under either Chapter 381 of the Local Government Code, Section 11.24 of the Tax Code, or Chapter 312 of the Tax Code and that reduces, in part, applicable ad valorem taxes so that a particular type of economic activity can be undertaken. For purposes of this policy, this term is also interchangeable with the terms “tax reduction,” “tax deferral,” and “tax rebate.”

Under-Utilized/Emerging Area: Either the Dallas CBD, a census tract that is two-thirds undeveloped and that meets one of five other economic assessment criteria (low population growth, low employment growth, low traffic congestion, low property values, and predominantly low/moderate income population), or a census tract that meets three of the aforementioned economic assessment criteria.

III. GENERAL REQUIREMENTS/CONSIDERATIONS

All requests for tax abatement must meet the terms and criteria contained within this policy if they are to be eligible for consideration. However, for instances involving strategic investment projects, specific terms and criteria, apart from those contained in the definition for such projects and those that govern the maximum abatement that can be provided for such projects, may be waived with the majority approval of the Dallas County Commissioners Court. In no situation, though, does meeting the terms and criteria of this policy or the waiving of any term or criteria by the Commissioners Court for a strategic investment project obligate either the County or the Hospital District to provide any abatement to an applicant.

All applicants seeking tax abatement must, at the time of the application, demonstrate that they regularly provide some type of medical coverage/health insurance for all full-time permanent non-contract employees and certify that they are equal opportunity employers before their requests can be reviewed.
In determining whether to provide an abatement for a project and, if so, at what level, the County will consider a number of related factors. Such factors shall include, but not be limited to, the degree to which the project surpasses the County’s investment requirements, the short-term/long-term impact of the project on the County’s tax base, the location of the proposed project, its impact on its surrounding area, the type and durability of the proposed investment, the existence of any environmental problems, the background and past performance of the applicant, the potential for the project to be successfully implemented, the need for the requested abatement, the degree to which the project utilizes or is served by alternative forms of transportation, the project’s impact on the provision of County services, and current economic conditions. In addition, to the extent that they are applicable, other factors that will be considered shall include the project’s ability to provide meaningful employment to the chronically unemployed, the type and quality of any jobs that will be produced, the number of affordable housing units that will be produced, the number and type of jobs that will be retained, the type of higher education facilities that will be produced, and the number of students that will utilize the proposed facilities.

The maximum term for an abatement that can be provided under this policy is ten years. Abatements shall will only be awarded when the city in which the project is located has formally approved the provision of a generally comparable abatement and when the applicant and the County have entered into a formal tax abatement agreement. This agreement shall contain specific provisions that incrementally tie the abatement to actual capital investment, housing production, and/or job creation for housing and economic development projects and to actual renovation, investment, and preservation/maintenance for historic preservation projects. Any year that the agreed-upon capital investment, renovation, housing production, payroll, job generation amounts, and/or maintenance levels are not reached, then the abatement will either be adjusted downward to the appropriate level for the amount of investment, renovation, maintenance, production, payroll expansion, and job generation that actually did take place, or the abatement may be discontinued altogether.

Requests for abatements will not be considered if, prior to the submission of an application, the project is already substantially underway or completed. A project will be considered to be substantially underway if more than ninety days has passed since an abatement agreement with the host city has been executed, if a building permit has been issued for construction not associated with mitigating an environmental hazard, if the project’s site has been cleared and prepared for development, if construction (including renovations or tenant finish-out) has begun, if site specific infrastructure has begun to be installed, or if equipment, inventory, or employees have been relocated to the new site. However, the execution of a lease, the mitigation of environmental problems, the purchase of land, the completion of an environmental assessment, or the preparation of architectural and engineering plans does not constitute a project being substantially underway nor does the prior preparation of an historic building for demolition (if the building is to now be preserved with an abatement) or the stabilization of an historic building.

For tax abatement projects with multiple phases, once the initial abatement has been approved, additional abatement requests associated with any successive phase shall be evaluated under the terms of the tax abatement policy that was in effect at the time the project’s initial request was
approved, provided these successive requests are submitted within twelve months of the initial phase's approval.

Requests for an abatement will not be considered for property that will be used in whole or in part for a sexually-oriented business, including but not limited to condoning, legitimizing, or promoting obscene materials, nude or topless modeling or dancing, adult motel operations, escort services, sexual encounter centers, sex phone centers, or any other sexually-oriented business activity or for an establishment that derives more than 25% of its revenue from the sale of alcoholic beverages and/or tobacco products. Similarly, property receiving an existing abatement for another use cannot convert this property for use as a sexually-oriented business or an establishment that would derive more than 25% of its revenue from the sale of alcohol and tobacco and still retain this abatement. However, property that is currently used as an establishment that derives more than 25% of its revenue from the sale of alcohol and tobacco and that possesses an existing abatement may continue to retain the abatement if this use was known at the time of application and the abatement was approved before this provision went into effect.

Requests for an abatement will also not be considered if the abatement will be utilized by a firm in which the County is currently involved in litigation or a pending claim or in which the County has experienced unsatisfactory contractual performance (including previous abatements) within the past thirty-six months.

IV. ECONOMIC DEVELOPMENT REQUIREMENTS

For purposes of Dallas County's tax abatement policy, there are four types of economic development projects (economically significant, strategic investment, facility expansion/modernization, and new construction/relocation) that can occur in three types of areas (distressed, non-distressed, and under-utilized/emerging).

To be eligible for an abatement, facility expansion/modernization and new construction/relocation projects must, within three years of the date in which the abatement is approved and within three years of the effective date of any subsequent phase, increase the County's property tax base and either increase the number of full-time permanent jobs within the County or increase the firm's local payroll by the amounts listed below.
### MINIMUM GENERATION REQUIREMENTS

<table>
<thead>
<tr>
<th>PROJECT TYPE</th>
<th>FOR DISTRESSED AREA</th>
<th>FOR UNDER-UTILIZED/EMERGING AREA</th>
<th>FOR NON-DISTRESSED AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>JOBS</td>
<td>PAYROLL</td>
<td>TAX BASE</td>
</tr>
<tr>
<td>New Construction/Relocation</td>
<td>100</td>
<td>$3.3 million</td>
<td>$5 million</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$4.2 million</td>
<td></td>
</tr>
<tr>
<td>Facility Expansion/Modernization</td>
<td>50</td>
<td>$1.6 million</td>
<td>$2.5 million</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$2.1 million</td>
<td></td>
</tr>
</tbody>
</table>

To be eligible for an abatement, economically significant projects must, within three years of the date in which the abatement is approved for any first phase and within three years of the effective date for any subsequent phase, either create 1,000 new full-time permanent jobs or increase the County’s tax base by $100 million.

To be eligible for an abatement, strategic investment projects must, within three years of the date in which the abatement is approved for any first phase and within three years of the effective date for any subsequent phase, create at least thirty-five new full-time permanent high-paying jobs and increase the County’s tax base by at least $1 million.

In meeting the tax base increase requirements described above, no freeport-eligible property that a project may possess can be utilized. Also, the County may, at its discretion, consider the retention of existing jobs to satisfy some portion of the job generation requirements listed above if the average salary/wage of the jobs that are to be retained are equal to at least 80% of the average salary/wage for Dallas County, if there is tangible evidence of the possibility that these existing jobs may relocate to a new site outside of the County, and if the project, depending upon its location, retains the following number of jobs and possesses the following existing amounts of taxable property.

### JOB RETENTION REQUIREMENTS

<table>
<thead>
<tr>
<th></th>
<th>DISTRESSED AREA</th>
<th>UNDER-UTILIZED/EMERGING AREA</th>
<th>NON-DISTRESSED AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td>NUMBER OF JOBS TO BE RETAINED</td>
<td>100</td>
<td>200</td>
<td>400</td>
</tr>
<tr>
<td>REQUIRED AMOUNT OF EXISTING TAXABLE PROPERTY</td>
<td>$5 million</td>
<td>$10 million</td>
<td>$20 million</td>
</tr>
</tbody>
</table>

Whether the County chooses to allow job retention to satisfy all or a portion of the standard job
generation requirement will be dependent upon a number of factors, including the location of the project, the condition of the local economy, the type of jobs and industry involved, and the extent to which the project exceeds the job retention, average salary, tax base increase, and existing taxable property requirements.

Economic development projects cannot involve an outside firm seeking or being offered a tax abatement from more than one Dallas County city unless that firm is also considering locating its operations in a different metropolitan area or a present Dallas County firm primarily relocating its operations from one Dallas County city to another unless this move has the formal approval of the current host city. Abatements also cannot be provided for the construction of a distribution center/warehouse unless 70% of the facility’s space is pre-leased or will be used by the builder/owner for use in its business operations.

The maximum abatement that will be provided to a new construction/relocation project, a strategic investment project, or a facility expansion/modernization project that is located in a distressed area or to an economically significant project is 90% of the increase in assessed valuation that occurs.

The maximum abatement that will be provided to a new construction/relocation project, a strategic investment project, or a facility expansion/modernization project that is located in a non-distressed area is 50% or 75% of the increase in assessed valuation that occurs if the project is located in an under-utilized/emerging area. However, if a local school district elects to provide a project with an abatement that exceeds these limits, the County may provide a larger abatement. Also, the amount of an abatement provided during a specific year may exceed the limits for non-distressed and under-utilized/emerging area projects as long as the average percent abated over the life of the abatement does not exceed these limits.

For every year that 65% of the new jobs that a project creates are held by people who live within Dallas County, the project may receive an additional 5% abatement. However, under no circumstance may an abatement exceed the previously stated limits for each type of economic development project.

V. HOUSING REQUIREMENTS

Under this policy, Dallas County will consider providing tax abatements for housing projects located within a distressed area or the Dallas CBD. To be eligible for an abatement, a housing project must produce 30 units of housing and increase the County’s property tax base within three years of the date in which an abatement is approved for any first phase and within three years of the effective date for any subsequent phase by $1.5 million. The maximum abatement that will be provided to a housing project is 90% of the increase in assessed valuation that occurs.

Up to 90% of the increase in assessed real property valuation for a housing project may be abated.
VI. HISTORIC PRESERVATION REQUIREMENTS

To be eligible for an historic preservation tax abatement, the host city must first agree to provide some generally comparable tax abatement; the project must utilize a structure that is either listed in the National Register of Historic Places, is eligible for such listing, or is located within a district that is listed in the National Register; and the project must increase the County's tax base by at least $2 million within three years of the date that any abatement is approved for any first phase and within three years of the effective date for any subsequent phase. Also, the renovation/restoration work must be appropriate and consistent with the structure's historical significance, as should the building's general maintenance.

All historic preservation projects will initially be eligible for a maximum abatement of up to 50% of any increase in assessed valuation. Additional "bonus" abatements may be awarded if the project develops housing, if it is located in a distressed area, if it utilizes a structure with extraordinary historical significance, if the structure is in serious danger of being demolished (i.e., there are no likely alternative uses, the building has been vacant for some time, etc.), and/or if the project will generate significant economic activity (i.e., the amount of investment to be undertaken greatly exceeds the County's requirements, it will assist tourism, increase retail sales, etc.). The maximum abatement that can be received for an historic preservation project is 90% of the increase in assessed real property valuation that occurs; and the maximum term is ten years.

VII. HIGHER EDUCATION FACILITIES

Dallas County will consider providing a tax abatement for the construction/renovation/expansion of higher education facilities that will be exclusively used by an accredited college or university if the assessed valuation of the new improvements is at least $2.5 million within three years of the date in which an abatement is approved for any first phase and within three years of the effective date for any subsequent phase. The maximum abatement that can will be provided for a higher education facility is 100% of the increase in assessed real property that occurs.

VIII. APPLICATION PROCESS

Requests for tax abatement from either the Dallas County Commissioners Court or the Dallas County Hospital District must be made in writing and submitted to Dallas County's Director of Planning and Development, 411 Elm Street, Dallas, Texas 75202. These requests must also be accompanied with the following information:

TAX ABATEMENT APPLICATION REQUIREMENTS
<table>
<thead>
<tr>
<th>REQUIRED APPLICATION INFORMATION</th>
<th>FOR ECONOMIC DEVELOPMENT PROJECTS</th>
<th>FOR HOUSING PROJECTS</th>
<th>FOR HISTORIC PRESERVATION PROJECTS</th>
<th>FOR HIGHER EDUCATION FACILITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of requested abatement for each year (amount and duration)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Current assessed valuation of property/firm</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Projected annual assessed valuation of applicable proposed improvements/business personal property over life of abatement (PLEASE NOTE THAT THESE FIGURES WILL BE USED AS THE QUALIFYING BENCHMARKS IN ANY ABATEMENT AGREEMENT)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Description of proposed project (including--where applicable--the amount/type of investment involved, increase in local payroll, number and types of jobs to be created/retained, how much (if any) of projected tax base increase is attributed to freeport-eligible personal property, number of housing units to be produced, average rent of produced housing, type of educational facilities to be constructed, the number of students that will utilize the facilities, etc.)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Detailed schedule for implementing project (including--where applicable--when property will be acquired, when financing will be obtained, when construction/renovation will begin and be completed, when new equipment will be installed, when facility will become fully operational, when new positions will be filled, etc.)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Financial pro forma showing impact of abatement on operating expenses</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Explanation of why abatement is needed</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Map/location of proposed project</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Description of how project is served by such alternative forms of transportation as light rail, bus, car pool programs, HOV lanes, hike and bike trails, etc. or is immediately located within the community it will serve/from which its employees will reside</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Description of applicant's business history (including locations of firm's other Dallas County operations)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Description of firm's relocation history over the past fifteen years</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Besides the information outlined above, additional information may be requested by the County at a later date.

So as to help facilitate the consideration of any tax abatement request, potential applicants are strongly encouraged to contact the County's Director of Planning & Development at (214) 653-7601 as early in the project formulation process as possible.

IX. REVIEW AND APPROVAL

In accordance with Chapter 312 of the Tax Code and a January 23, 1990 resolution from the Dallas County Hospital District Board of Managers, the Dallas County Commissioners Court will review all tax abatement requests submitted to the County and the Hospital District and determine to what degree the County and the Hospital District will provide such assistance.
May 7, 2003

TO: Commissioners Court

THROUGH: Ryan Browt
Budget Officer

FROM: Sarah L. Smaardyky
Budget & Policy Analyst II

SUBJECT: Rationale for Same Date Briefing and Court Order on the Tobacco Compliance for Local Law Enforcement Agencies Grant Application

The FY2004 Tobacco Compliance for Local Law Enforcement Agencies grant applications are due in Austin by Monday, May 19, 2003. Therefore, this material that has been submitted to Commissioners Court must be expedited. The required quick turn-around of the submission necessitates the same date briefing and Court Order will be presented during the Tuesday, May 13, 2003, Commissioners Court.
May 7, 2003

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Officer

FROM: Sarah L. Smaardyk
Budget & Policy Analyst  II

SUBJECT: Dallas County Tobacco Compliance for Local Law Enforcement Agencies
Grant Application (Court Order on Formal Agenda)

BACKGROUND
The Texas Comptroller of Public Accounts has notified Dallas County of the availability of block
grants under the Tobacco Compliance for Local Law Enforcement Agencies program. The
program provides funds to counties and municipalities to enforce the Texas Health and Safety
Code. The purpose of the grant will allow agencies to reduce the extent to which cigarettes and
tobacco products are sold or distributed to persons who are younger than 18 years of age.

Dallas County has not previously applied for this grant. The grant period begins on September 1,
2003, and ends on August 31, 2004. The amount of funding an organization receives is
determined after the grant is awarded. The amount that may be awarded ranges from $1,000 to
$25,000.

IMPACT ON OPERATIONS
The Constable Deputies in Constable Precinct 2, Constable Gothard, would perform several
functions under the grant in order to reduce the extent to which cigarettes and tobacco products
are sold to persons who are younger than 18 years of age. The Deputies will conduct random
inspections, “stings”, community education events and prepare reports with the results of the
activities. The grant will be used to pay for the labor associated with enforcement.

Constable Gothard will use his current Deputies to perform the functions required by the grant.
The grant will be used to reimburse Dallas County for any overtime expended performing grant
functions.

In addition, the grant pays for two Deputies to attending training and receive all materials, forms
and reports required by the grant.
**FINANCIAL IMPACT/CONSIDERATIONS**
There is no cash match required by the grant. Grant funds must be used exclusively for the following compliance activities:

- On-site compliance inspections of tobacco permitted retail outlets (e.g. grocery stores, convenience stores, gas stations and mass merchandisers) that may result in the issuance of citations using minors as decoys (i.e. stings).

- On-site compliance inspections that may result in the issuance of citations not using minors as decoys (i.e. violations for signs not posted, lack of proper certification, direct access by minors to tobacco and minor use or possession of tobacco products).

- Compliance education for the community, retailers and school age children.

- Monthly/quarterly activity reports to Comptroller or Comptroller’s designee.

The Comptroller suggests that 40% of the grant award be used for “stings”. In addition, 25% of the funds be used for compliance inspections and 25% be spent on community compliance education. The remaining 10% of the grant funding should be used for required reporting.

**RECOMMENDATION**
The Office of Budget and Evaluation recommends that Commissioners Court approve the submission of the Tobacco Compliance for Local Law Enforcement Agencies grant application and authorize the County Judge to sign all related documents as they are completed.
May 5, 2003

Dallas County Commissioners Court
Administration Building, 2nd Floor
411 Elm Street, Suite 250
Dallas, TX 75202

Dear Honorable Commissioners:

Please accept this document as a formal request for approval of the Tobacco Compliance Grant for Local Law Enforcement Agencies.

There are no matching funds required for this grant and there is no cost to the County for this Grant.

Should you have any questions please feel free to contact me or our grant contact person, Deputy Jim Bookhout.

MICHAEL GOTHARD
CONSTABLE

Steve Ackerman
Chief Deputy
TOBACCO COMPLIANCE GRANT APPLICATION
FOR LOCAL LAW ENFORCEMENT AGENCIES

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

FY 2004 Application Filing Deadline is May 19, 2003

PURPOSE OF GRANT AWARDS

The Comptroller will make block grants to counties and municipalities to be used by local law enforcement agencies to enforce Subchapters H and N, Chapter 161, Texas Health and Safety Code in a manner that can reasonably be expected to reduce the extent to which cigarettes and tobacco products are sold or distributed to persons who are younger than 18 years of age. At least annually, random unannounced inspections shall be conducted to ensure compliance at various locations where cigarettes and tobacco products are sold or distributed. The Comptroller shall rely, to the fullest extent possible, on sheriffs, constables, or chiefs of police or their employees to enforce this subchapter.

OBLIGATIONS FOR GRANTS AWARDED

The Comptroller’s office shall enforce provisions of Health and Safety Code Ch. 161, in partnership with local law enforcement agencies. This shall also ensure the state’s compliance with Section 1926 of the federal Public Health Service Act (42 U.S.C. Section 300x-26) and implementation of any regulations adopted by the United States Department of Health and Human Services.

AWARD AND GRANT ACCEPTANCE CONDITIONS

The Comptroller’s office will notify applicants of final action on grant applications. Successful applicants under this program must comply with the Uniform Grant Management Standards as promulgated by the Governor’s office under Chapter 783, Government Code.

Each grantee must begin implementation of grant provisions within 30 days of the start date of the grant period. Failure to do so will be construed by the Comptroller as the grantee’s relinquishment of the grant award. Any exception to this rule will require review and written approval by the Comptroller or Comptroller’s designee.

Grantees are responsible for ensuring that they have obtained the appropriate approvals from their governing body (city council or county commissioners’ court) to accept the grant funds, if awarded.

Inspection reports are due on the 10th day of the month following each month in which compliance activities were performed. These reports are required by Sec. 161.090, Texas Health and Safety Code.

Grant funds must be used exclusively for the following compliance activities:

• on-site compliance inspections of tobacco permitted retail outlets (e.g., grocery stores, convenience stores, gas stations, mass merchandisers) that may result in the issuance of citations using minors as decoys (i.e., stings);
• on-site compliance inspections that may result in the issuance of citations not using minors as decoys (i.e., violations for signs not posted, lack of proper certification, direct access by minors to tobacco, and minor use or possession of tobacco products);
• compliance education for the community, retailers, and school-age children;
• monthly/quarterly activity reports to Comptroller or Comptroller’s designee.

The Comptroller has the right to revoke a grant award if the recipient is not in compliance with these requirements.

The following are suggested grant award allocations: 40 percent “stings,” 25 percent compliance inspections, 25 percent community compliance education, and 10 percent required reporting. If your use of grant funds will be different than the suggested allocation, please specify in writing how the funds will be distributed and submit to the Comptroller’s office for approval.

Award amounts are determined by population size, number of tobacco retailers within the grantee’s jurisdiction, proposed use of grant funds, and past performance.

Applications may be mailed, hand delivered, or faxed.

The mailing address is: Texas STEP 1700A Ranch Road 12, Ste. 218 San Marcos, TX 78666-2502

The hand delivery address is: Texas STEP Canyon Hill, Room 108 Southwest Texas State University San Marcos, TX 78666-4610

The fax number is: (512) 245-8066

RECONSIDERATION OF DENIAL OF GRANT AWARDS

If the Comptroller rejects an application, the applicant will receive a letter explaining reasons for the rejection. An applicant may request reconsideration in writing within 10 days of the notification of the rejection. After reconsideration, the Comptroller’s decision regarding grant applications is final.
Form AP-190 (Back)(Rev.3-03/9)

Please indicate if you are: ☐ County Sheriff ☐ District Attorney ☐ Municipal Chief of Police ☐ Constable ☐ Joint application

Annual Grant Period: September 1 through August 31.

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Federal Employer Identification Number (FEIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Constable Pct. 2 Dallas, County</td>
<td>756000905</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Contact</th>
<th>E-mail address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jim Bookhout, Deputy</td>
<td><a href="mailto:Bookhout@netzero.net">Bookhout@netzero.net</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing address</th>
</tr>
</thead>
<tbody>
<tr>
<td>305 N. Fifth St.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>ZIP code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garland</td>
<td>Texas</td>
<td>75040</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>County</th>
<th>Telephone number</th>
<th>Fax number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dallas</td>
<td>972-494-1494</td>
<td>972-276-5668</td>
</tr>
</tbody>
</table>

NOTE: All plans detailed below must comply with the "Award and Grant Acceptance Conditions."

1. Department or Division responsible for your tobacco compliance program: Pct. 2 Dallas County
   (Name of contact and phone number, if different from above) Jim Bookhout 972-494-1494

2. What is the approximate population within your jurisdiction? 410,725

3. What is the approximate number of tobacco products retailers within your jurisdiction? 3500 Plus

4. If you have conducted any tobacco related enforcement actions in the last 12 months, please indicate:
   - Number of inspections: 50
   - Number of violations: 5
   - Number of other related citations issued: 46
   - Other (specify) ________

Please answer questions 5 - 9 on separate sheets of paper.

5. List and detail enforcement actions you plan to take in support of Health and Safety Code Ch. 161.


7. Explain your community's overall plan for preventing youth access to tobacco products.

8. Explain how strategies detailed in Questions 5 and 6 will support your community's overall plan for preventing youth access to tobacco products.

9. List any local community organizations or other agencies you will partner with to implement all strategies detailed above.

10. Have you obtained the appropriate approval from your governing body (city council or county commissioners' court) to accept this grant if awarded? ☑ Yes ☐ No

11. If you are a current CPA grant recipient, what is your current available balance for this fiscal year? Do you plan on expending these funds prior to August 31st? ☑ Yes ☐ No

Certification Section: To the best of my knowledge and belief, information in this application and any attachments is true and correct. The document has been duly authorized by the applicant.

Typed name and title: STEVE ACKERMAN, CHIEF DEPUTY, CONSTABLE PRECINCT 2, DALLAS COUNTY

sign here: ❇️ Steve Ackerman ❇️ Date: 05/05/03

For additional information or assistance, call 1-888-STEP-123.
#5

WE PLAN TO PERFORM THE FOLLOWING ENFORCEMENT ACTIONS IN PRIMARILY A 'TWO' PRONG APPROACH. THIS WILL BE DIRECTED AT BOTH THE RETAIL LEVEL TO DETER SALES OF TOBACCO PRODUCTS TO MINORS, AND THEN AT THE LEVEL OF THE MINOR CHILD TO DETER TOBACCO USE/CONSUMPTION IN OUR COMMUNITY IN SUPPORT OF HEALTH AND SAFETY CODE CH.161 AS DETAILED BELOW;

A. STING OPERATIONS AT LOCAL RETAILERS:

OFFICERS WILL WORK WITH DECOYS TO TEST FOR COMPLIANCE AT LOCAL RETAILERS MAKING CERTAIN ALL REQUIREMENTS ARE MET IN ACCORDANCE WITH HEALTH AND SAFETY CODE 161.088. CITATIONS WILL BE ISSUED FOR VIOLATORS ACCORDINGLY. EDUCATION OF THE RETAILER WILL BE PROVIDED TO INSURE FUTURE COMPLIANCE.

B. MAKE REGULAR AND SURPRISE INSPECTIONS AT LOCAL RETAILERS;

OFFICERS WILL VISIT LOCAL RETAILERS FOR THE PURPOSE OF CHECKING COMPLIANCE OF HEALTH AND SAFETY CODE 161.084. WARNING NOTICE, AND HEALTH AND SAFETY CODE 161.085, NOTIFICATION OF EMPLOYEES, AND AGENTS. (SIGNAGE)

C. WORK AT LOCAL SCHOOLS AND SPORTING EVENTS;


D. RECORDS AND REPORTING;

OFFICER ACTIVITY RECORDS WILL BE MAINTAINED AND A REPORT OF ALL VIOLATIONS WILL BE MADE TO THE TEXAS STATE COMPTROLLER’S OFFICE ON A MONTHLY BASIS AS PER THE HEALTH AND SAFETY CODE 161.090.
WE PLAN TO PERFORM THE FOLLOWING PREVENTION AND COMPLIANCE EDUCATIONAL ACTIONS IN A PRIMARILY "THREE" FACETED APPROACH. THIS WILL BE DIRECTED AT 1) THE RETAIL LEVEL FOR THE PREVENTION OF TOBACCO CONSUMPTION BY MINORS. 2) TRAINING PROGRAMS FOR LAW ENFORCEMENT OFFICERS, SCHOOL PERSONNEL, AND RETAILERS ON HEALTH AND SAFETY CODE 161 REGULATIONS TO ENSURE A STRENGTHENED DEGREE OF COMPLIANCE, AND ENFORCEMENT. 3) OFFICERS PROVIDING TOBACCO AWARENESS, AND ABUSE PROGRAMS FOR MINORS BEGINNING AT THE ELEMENTARY SCHOOL LEVELS, WORKING IN CONJUNCTION WITH LOCAL COMMUNITY ORGANIZATIONS IN CONCERT WITH THE "TOGETHER AGAINST DRUGS PROGRAM," AS DETAILED BELOW:

A. RETAIL LEVEL PREVENTION:

OFFICERS WILL CHECK LOCAL RETAILERS FOR PROPER WARNING NOTICES PER HEALTH AND SAFETY CODES 161.084, AND 161.122. OFFICERS WILL GIVE APPROPRIATE ASSISTANCE TO RETAILERS FOR COMPLIANCE ON PREVENTION, SIGNAGE, AND WARNING NOTICES. OFFICERS INCREASED ACTIVITY, PRESENCE, AND ASSISTANCE WILL BE A STRONG MOTIVATION FOR HEIGHTENED COMPLIANCE BY RETAILERS TO ADHERE TO HEALTH AND SAFETY CODE 161.

B. ESTABLISH TRAINING PROGRAMS:

WE WILL PROVIDE CONTINUING EDUCATION, AND TRAINING TO OFFICERS, SCHOOL PERSONNEL, AND RETAILERS IN TOBACCO EDUCATION, AND ABUSE, TO FURTHER INCREASE AWARENESS AND UNDERSTANDING OF HEALTH AND SAFETY CODE 161, AS WELL AS TO CREATE ELEVATED COMPLIANCE AND ENFORCEMENT OF SAME. IN ADDITION, WE WILL OFFER TRAINING ON RECOGNITION OF "FAKE" I.D.'S.

C. PROVIDE AWARENESS AND ABUSE PROGRAMS FOR MINORS:

BEGINNING AT THE ELEMENTARY SCHOOL LEVEL, SEPERATELY, AND IN CONJUNCTION WITH ALREADY ESTABLISHED YOUTH PREVENTION PROGRAMS(I.E. TOGETHER AGAINST DRUGS PROGRAM), OFFICERS WILL ESTABLISH COMPLIMENTARY PROGRAMS FOR THE USE AND DISTRIBUTION TO YOUTHS INDEPENDENTLY, AND THROUGH LOCAL COMMUNITY ORGANIZATIONAL CHANNELS, SUCH AS THE LION'S CLUB, ROTARY, NOON EXCHANGE, MASONIC ORGANIZATIONS ETC., WITH PRIMARY RELEVANCE TO THE PREVENTION OF TOBACCO CONSUMPTION BY MINORS.
TO OUR KNOWLEDGE, OUR COUNTY DOES NOT HAVE ANY PREVENTION ACTIVITIES OTHER THAN THE ENFORCEMENT ACTIVITIES OUR AGENCY HAS CONDUCTED DURING THE PAST YEAR. WE WOULD WORK TO ESTABLISH SUCH AN OVERALL PLAN THROUGH TRAINING AND INTER-AGENCY COMMUNICATION WITHIN OUR PRECINCT.
#8
WE BELIEVE THE STRATEGIES AND METHODS DETAILED IN THE ANSWERS FOR #5, AND #6 WILL SUPPORT AND ENHANCE OUR COMMUNITY’S OVERALL PLAN FOR PREVENTING YOUTH ACCESS TO TOBACCO PRODUCTS IN SEVERAL WAYS BY INCREASING RETAILERS, AND THEIR EMPLOYEES KNOWLEDGE OF LAWS, RESPONSIBILITIES, AND COMPLIANCE. INCREASING LEVELS OF OFFICER PARTICIPATION IN SUPPORT, TRAINING, AND ENFORCEMENT OF THE HEALTH AND SAFETY CODE REGULATIONS WILL ASSIST IN PREVENTING YOUTH ACCESS TO TOBACCO PRODUCTS.
AS STATED BEFORE, OUR OFFICERS WILL WORK IN CONJUNCTION WITH ANY AND ALL LOCAL COMMUNITY ORGANIZATIONS FOR THE PURPOSE OF IMPLEMENTING ALL THE STRATEGIES PREVIOUSLY DETAILED WITH REGARD TO CREATING GREATER UNDERSTANDING, COMPLIANCE, AND ENFORCEMENT OF THE HEALTH AND SAFETY CODE 161. SUCH ORGANIZATIONS ARE AS FOLLOWS,

EXCHANGE CLUBS
LIONS CLUBS
MASSONIC ORGANIZATIONS
CHAMBER OF COMMERCE
SCHOOL P.T.A.'S
JAYCEES
ROTARY CLUBS
May 13, 2003

MISCELLANEOUS

1) **FAMILY COURT SERVICES** - requests approval for reduced parking cost at the juror rate of $3.00 per day at the George L. Allen Sr., Courts Building Underground Parking Garage for Mireya Mejia who will be volunteering as an intern Family Court Counselor. Ms. Mejia will be conducting adopting social studies for the Family and Juvenile Courts from May 12, 2003 until December 12, 2003.

2) **DISTRICT COURT ADMINISTRATION** - requests approval for the use of the following ten courtrooms located in the George Allen Building for Saturday, June 21, 2003 and Saturday, June 28, 2003, in order to conduct a mock trial competition.

   - 44th District Court - 3rd Floor
   - 191st District Court - 3rd Floor
   - Aux. 2 Room 354 - 3rd Floor
   - 160th District Court - 4th Floor
   - 191st District Court - 3rd Floor
   - 95th District Court - 3rd Floor
   - Aux. 1 Room 434 - 4th Floor
   - 101st District Court - 4th Floor
   - 162nd District Court - 6th Floor
   - Tax Court - 3rd Floor

3) **HEALTH & HUMAN SERVICES DEPARTMENT** - requests approval to continue the school-based shot clinics through a Memorandum of Understanding with various school districts. The Memorandum of Understanding for these services has been submitted to the Civil DA’s Office for review. However, until the Memorandum of Understanding has been approved by Commissioners Court, it is requested that Dallas County Health & Human Services be allowed to administer the shots for the remainder of this school year to those scheduled unvisited school districts.

   **TRAVEL REQUESTS**

4) **DISTRICT ATTORNEY** - requests approval for:

   a) Carla Bean, Laura Minze, and Christina Coultas to provide Family Violence Training for Professionals in Uvalde, Texas on May 22-23, 2003 at no cost to Dallas County.
b) Mysti Curran and Christina Coulta to provide Family Violence Training for Legal Professionals in Wichita Falls, Texas on May 30-31, 2003 at no cost to Dallas County.

c) Carla Bean, Steve Ashby, Mysti Curran, Tania Loenneker, and Christina Coulta to provide Family Violence Training for Law Enforcement in Jasper, Texas on June 5-6, 2003 at no cost to Dallas County.

d) Ona Foster, Tania Loenneker, Tina Ryker, and Carla Bean to provide Family Violence Training for Professionals in Granbury, Texas on June 26-27, 2003 at no cost to Dallas County.

5) HEALTH & HUMAN SERVICES DEPARTMENT - requests approval for:

a) Monica Tunstle-Grant to participate in the Development and Evaluation of a New Public Health Website in Atlanta, GA on May 23, 2003 at no cost to Dallas County.

b) Darla Spencer to attend the TDHCA 2003 Energy Conference in Austin, Texas on June 23-26: $719.50 is available in Grant Fund, HHS/CEAP Department, Training Fee Account, FY Budget 2003, (0466.8301.02460.2003)

c) Daniel Araiza, Saleha Faheem, Juan Muratalla, Glen Judd, Paul Conquist and Robert Green to attend the TDHCA 2003 Energy Conference in Austin, Texas on June 23-26, 2003: $3,800 is available in Grant Fund, HHS/WAP Department, Training Fee Account, FY Budget 2003, (00466.8308.02460.2003).


EXCEPTION TO TRAVEL REQUESTS
UNLESS SPECIFICALLY OBJECTED TO, ALL ITEMS PRESENTED AS EXCEPTIONS ARE CONSIDERED TO BE APPROVED

e) Scott A. Sawlis to attend the Texas Mosquito Control Association Board of Directors Meeting in Huntsville, Texas on May 10, 2003 in a County vehicle with gas credit cards and no other expense to Dallas County.
6) **PROBATE COURT NO. 2 (Judge Price)** - requests approval for travel to the Judicial Division American Bar Association Annual Meeting in San Francisco, CA on August 7-12, 2003: $2,075 is available in General Fund, Probate Court No. 2 Department, Escrow Account, FY Budget 2003, (00532.24702.21667.2003).

**MISCELLANEOUS EQUIPMENT**

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>1035</th>
<th>Tax Assessor/Collector</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEMS:</td>
<td></td>
<td>1 - Standard Desktop PC and Software</td>
</tr>
<tr>
<td>ESTIMATED COST:</td>
<td>$1,600</td>
<td>Vehicle Special Inventory Tax Fund</td>
</tr>
<tr>
<td>FUNDING SOURCE:</td>
<td></td>
<td>Vehicle Special Inventory Tax Fund</td>
</tr>
<tr>
<td>EXPENDITURE SOURCE:</td>
<td></td>
<td>The Tax Assessor/Collector requests the purchase of one standard desktop PCs. Funds for computer hardware/software purchase were budgeted in the Tax Assessor's FY2003 Vehicle Special Inventory Tax budget. Recommended by the Office of Budget and Evaluation.</td>
</tr>
<tr>
<td>PROPOSED ACTION:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TELECOMMUNICATIONS REQUESTS**

**County Clerk** - requests:
MD-0304075 to install three data-line cables for three network printers. Installation: $237.00; no monthly service increase. **Recommended.**

MD-0304071 to install a data-line cable on the 2nd floor of the FCCB room A2 for a network printer. Installation: $58.75; no monthly service increase. **Recommended.**

MD-0304061 to install two data-line cables for two network printers. Installation: $117.50; no monthly service increase. **Recommended.**

**Sheriff Release Section** - requests:
MD-0304057 to install a coaxial cable on the 2nd floor of the LSJC room B2090. Installation: $290.50; no monthly service increase. **Recommended.**

MD-0304063 to install a data-line cable in the Lew Sterrett “B” Building on the 2nd floor to relocate P.C.. Installation: $58.75; no monthly service increase. **Recommended.**
**IT Services M-0304069** requests to install a single-line phone on the 5th floor in room 518. Equipment: $65.00; Installation: $41.50; no monthly service increase. **Recommended.**

**Health & Human Services** requests:
**MD-0304050** to install a data-line cable on the 6th floor room 616 to provide access to network. Installation: $58.75; no monthly service increase. **Recommended.**

**MD-0304051** to install a data-line cable on the 2nd floor room 279 to provide access to network. Installation: $58.75; no monthly service increase. **Recommended.**

**Public Defender MD-0304048** requests to install a data-line cable in room C1-13 on the 9th floor. Installation: $58.75; no monthly service increase. **Recommended.**

**Constable Precinct 5** - requests:
**MD-0304058** to install two mainframe terminal drops on the 2nd floor. Installation: $107.50; no monthly service increase. **Recommended.**

**MD-0304052** to install a data-line cable on the 1st floor to connect P.C. to network. Installation: $58.75; no monthly service increase. **Recommended.**

**Records Management M-0304033** requests to install a single-line for an analog device in the mail room. Installation: $41.50; no monthly service increase. **Recommended.**

**Tax Office M-0304059** requests to relocate voice and data cabling on the ground floor of the Records building due to new carpet. Installation: $264.00; no monthly service increase. **Recommended.**

**Road & Bridge District 4 M-0304060** requests to relocate four phone lines and 6 data-lines due to new modular Furniture. Installation: $549.00; no monthly service increase. **Recommended.**

Funding for the above request is available from countywide Department 800, line item 432, Telephone Contingency.