DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

September 2, 2003

REPORTS/RECOMMENDATIONS/REQUESTS

1) HEALTH AND HUMAN SERVICES

a. Allocation of FY 2003-2004 State of Texas HIV Health and Social Services Funds ........................................ 4-6

b. Texas Department of Health Contract #750009056 2004 Attachment #14 (STD-HIV) .......................................... 7-17

c. Texas Department of Health Contract #7560009056 2004 Attachment #15, HIV-Hepatitis C Virus ............................. 18-28


2) AUDITOR

Commissions on Writs of Execution/Orders of Sale .......................... 44-46

3) PLANNING AND DEVELOPMENT

FY2004 Library Services Contracts ........................................... 47-48

4) ENGINEERING AND PROJECT MANAGEMENT

a) Henry Wade Juvenile Justice Center Expansion Change Order No. 1 ................................................................. 49-64
b) Temporary Parking Lot Expansion - Mesquite Sub-Courthouse
   Proposed A/E Services Indefinite Quantity Work Order No. 1
   Basye & Associates, Inc. ........................................ 65-68

5) COMMUNICATIONS & CENTRAL SERVICES

   Extending Light Duty past 90 days allowable under
   County Policy, Sec. 82-564. ...................................... 69

6) PUBLIC WORKS

   Abandonment of 24' x 60' Drainage Easement on Belt Line Road
   (now Robinson Road) - Project 490-434
   (IH 20 to Camp Wisdom), Parcel 36A ............................ 70-72

7) PURCHASING

   a) RFO - Computerized County & District Court Management
      System, Solicitation #2002-129-1169 ........................... 73

   b) Contract Extension - Annual Contract for Armored Car
      Pick-up Services, Bid No. 2001-204-983 ......................... 74-77

   c) Bid No. 2003-136-1389 - "Install a New 4" Sewer Line"
      Insurance Requirements ......................................... 78-83

8) HUMAN RESOURCES/CIVIL SERVICE

   Recommended Health Benefit Plan Cost Saving Changes .......... 84-87

9) OPERATIONS

   a) Proposal for Design Services for Four Options to
      George Allen Civil Courts Building Plans ..................... 88-94
b) Additional Services on George Allen Civil Courts Project ........... 95-98

10) **DISTRICT ATTORNEY**

   Legal Issues concerning the Local Government Corporation and County Advisory Board ................................. 99-103

11) **BUDGET AND EVALUATION**

   a) Inmate Health Transfers ........................................ 104-106

   b) FY2004 Budget Overview and Discussions .................... N/A

12) **ADMINISTRATION**

   Discussion of Sports Venue ........................................ N/A

13) Miscellaneous, Travel Requests, Miscellaneous Equipment and Telecommunications Requests ................................. 107-113

14) **PUBLIC COMMENTS**

   Speakers

   

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

Minister’s Letter of Appreciation

**DATE(s) to REMEMBER**
TO: THE HONORABLE COMMISSIONERS COURT
FROM: BETTY J. CULBREATH, DIRECTOR
HEALTH AND HUMAN SERVICES
DATE: SEPTEMBER 2, 2003
SUBJECT: ALLOCATION OF FY 2003-2004 STATE OF TEXAS HIV HEALTH AND SOCIAL SERVICES FUNDS

Background of Issue
The Dallas County Judge is the grantee and legal recipient of State of Texas HIV Health and Social Services (State Services) funds. Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency for State Services funds for the Dallas and Sherman-Denison Health Services Delivery Areas (HSDA), (inclusive of Dallas, Collin, Denton, Hunt, Ellis, Rockwall, and Kaufman, Navarro, Grayson, Fannin, and Cooke counties). The Ryan White Consortium of North Texas (Consortium) is charged with the responsibility of establishing priorities for the allocation of State Services funds and determining the categorical allocation of funds by service category. The 2003-2004 contract between the Texas Department of Health (TDH) and DCHHS (TDH Document No. 7560009056 2004 Contract Change Notice No. 11, Attachment No. 11), to perform HIV health and social services funded under the 2003-2004 State Services grant was received as an official contract award on August 12, 2003, in the amount of $1,169,678.

DCHHS used a competitive Request for Proposals (RFP) process in determining recommendations for subgrantee awards. On May 19, 2002, DCHHS through the Dallas County Purchasing Department, made available RFPs to vendors. The proposals were reviewed by an External Review Committee that was demographically reflective of the HIV/AIDS cases within the Dallas HSDA. Once completed and scored, recommended sub-grantee agency contracts and budgets were presented to Commissioners Court for approval on September 10, 2002. Agency contracts may be renewed for up to two additional 12-month period’s contingent upon approval of the Contractor and Dallas County. All FY 2002-2003 contracts, as identified in Attachment A, were renewed with the exception of the contract with Johnnie’s Manor, Inc. The FY 2003-2004 State Services award, in the amount of $1,169,678 was allocated as follows: $1,057,322 to be awarded to service providers including $44,312 to the Sherman HSDA sole source provider and $112,356 to DCHHS for administration (including staff salaries, benefits, equipment, and supplies). The award of $1,036,767 to specific service providers was discussed in Commissioners Court on August 26, 2003. The remaining $20,376 is being recommended for contract award to Dallas County Hospital District d.b.a. Parkland Health and Hospital System.

2377 Stemmons Fwy Suite 200, LB-16 Dallas, Texas 75207-2710 Office (214) 819-1814
2377 Stemmons Fwy Suite 200, LB-16 Dallas, Texas 75207-2710 Fax (214) 819-6023
Fiscal Impact
There is no fiscal impact on Dallas County.

Operational Impact
Administrative Agency staff will coordinate and monitor the programmatic and fiscal accountability of the subcontractors in accordance with the responsibilities assigned to them by the Dallas County Commissioners Court.

Legal Impact
The Dallas County Commissioners Court must approve the award recommendations to the subcontractors, and authorize the County Judge to sign the subcontracts on behalf of Dallas County.

Recommendation
It is recommended that the Dallas County Commissioners Court approve the award of FY 2003-2004 State Services contract to Dallas County Hospital District in the amount of $20,376 as presented in Attachment A, and authorize the County Judge to sign the contracts on behalf of Dallas County.

RECOMMENDED BY: Betty J. Culberson, Director Department of Health and Human Services

attachment
c: J. Allen Clemson, Court Administrator
   Virginia Porter, County Auditor
<table>
<thead>
<tr>
<th>AGENCY</th>
<th>SERVICE CATEGORY</th>
<th>FY 2003-2004 AWARD APPROVED</th>
<th>FY 2003-2004 AWARD RECOMMENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIDS Arms, Inc.</td>
<td>Case Management</td>
<td>$72,434.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Drug Reimbursement</td>
<td>$54,852.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Medical Case Management</td>
<td>$4,207.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>$131,493.00</td>
<td></td>
</tr>
<tr>
<td>AIDS Interfaith Network, Inc.</td>
<td>Day/Respite Care for Adults</td>
<td>$33,217.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Client Advocacy</td>
<td>$10,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Congregate Meals</td>
<td>$5,095.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Outreach</td>
<td>$5,062.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transportation</td>
<td>$55,102.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Buddy/Companion Services</td>
<td>$5,560.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>$127,066.00</td>
<td></td>
</tr>
<tr>
<td>AIDS Resource Center of Texoma</td>
<td>Case Management</td>
<td>$29,676.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Drug Reimbursement</td>
<td>$3,672.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Outpatient Medical Care</td>
<td>$10,984.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>$44,312.00</td>
<td></td>
</tr>
<tr>
<td>AIDS Resources of Rural Texas</td>
<td>Case Management</td>
<td>$12,150.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Food Pantry</td>
<td>$8,813.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transportation</td>
<td>$8,260.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>$29,223.00</td>
<td></td>
</tr>
<tr>
<td>AIDS Services of Dallas</td>
<td>Case Management</td>
<td>$5,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Congregate Meals</td>
<td>$26,059.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Housing Facilities Operations</td>
<td>$161,355.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transportation</td>
<td>$5,490.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>$198,804.00</td>
<td></td>
</tr>
<tr>
<td>AIDS Services of North Texas, Inc.</td>
<td>Drug Reimbursement</td>
<td>$104,764.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Medical Case Management</td>
<td>$20,305.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>$125,069.00</td>
<td></td>
</tr>
<tr>
<td>Dallas Legal Hospice</td>
<td>Legal Services</td>
<td>$39,959.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>$39,959.00</td>
<td></td>
</tr>
<tr>
<td>Legacy Counseling Center, Inc.</td>
<td>Case Management</td>
<td>$11,866.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Housing Facility Operations</td>
<td>$45,736.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mental Health</td>
<td>$24,342.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Buddy/Companion Services</td>
<td>$12,304.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>$92,268.00</td>
<td></td>
</tr>
<tr>
<td>Open Arms, Inc.</td>
<td>Day/Respite Care for Children/Adol.</td>
<td>$158,141.00</td>
<td>$158,141.00</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>$158,141.00</td>
<td></td>
</tr>
<tr>
<td>Parkland (Dallas County Hospital District)</td>
<td>Medical Case Management</td>
<td>$0.00</td>
<td>$20,376.00</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>$0.00</td>
<td>$20,376.00</td>
</tr>
<tr>
<td>Resource Center of Dallas</td>
<td>Client Advocacy</td>
<td>$10,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Food Pantry</td>
<td>$50,095.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Congregate Meals</td>
<td>$5,653.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>$65,748.00</td>
<td></td>
</tr>
<tr>
<td>Welcome House, Inc.</td>
<td>Client Advocacy</td>
<td>$3,342.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Congregate Meals</td>
<td>$5,653.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Outreach</td>
<td>$5,220.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>$14,211.00</td>
<td></td>
</tr>
<tr>
<td>White Rock and Friends</td>
<td>Food Pantry</td>
<td>$10,863.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>$10,863.00</td>
<td></td>
</tr>
<tr>
<td>TOTAL FUNDS AWARDED TO SERVICE PROVIDERS</td>
<td></td>
<td>$1,036,767.00</td>
<td>$1,057,143.00</td>
</tr>
<tr>
<td>Submitted under separate court order</td>
<td></td>
<td>$20,376.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Unobligated funds</td>
<td>$179.00</td>
<td>$179.00</td>
<td></td>
</tr>
<tr>
<td>TOTAL FUNDS AWARDED FOR DIRECT SERVICES</td>
<td></td>
<td>$1,057,322.00</td>
<td>$1,057,322.00</td>
</tr>
<tr>
<td>Program Administration</td>
<td>$112,356.00</td>
<td>$112,356.00</td>
<td></td>
</tr>
<tr>
<td>TOTAL FY 2003-2004 STATE SERVICES AWARD</td>
<td></td>
<td>$1,169,678.00</td>
<td>$1,169,678.00</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: COMMISSIONERS COURT
FROM: Betty Culbreath, Director
DATE: September 2, 2003

SUBJECT: TEXAS DEPARTMENT OF HEALTH CONTRACT #750009056 2004, ATTACHMENT #14 (STD - HIV)

BACKGROUND

Attachment # 14 (STD - HIV), supplies funds to conduct programs to control the spread of Sexually Transmitted Diseases (STDs) and provide social/support and medical care services to reduce the spread of human immunodeficiency virus/acquired immunodeficiency syndrome (HIV/AIDS). The term of attachment #14 is September 1, 2003 through August 31, 2004.

OPERATIONAL IMPACT

Attachment #14 continues to partially fund (3) full-time positions.

LEGAL IMPACT

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

FISCAL IMPACT

Attachment #14, (STD - HIV) provides $148,122 for salaries and fringes. A discretionary County match in the amount of $27,266 is required.
RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the Texas Department of Health Contract #7560009056 2004, Attachment #14 (STD - HIV), and authorizes the County Judge to sign the contract and all related documents on behalf of Dallas County.

Recommended: [Signature]
Betty Colbrell, Director

xc: 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:

<table>
<thead>
<tr>
<th>SUMMARY OF TRANSACTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATT NO. 14 : STD - HIV</td>
</tr>
</tbody>
</table>

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)

Bob Burnette, Director
Procurement and Contracting Services Division
(Name and Title)

Date: 8-18-2003

Cover Page 1
## DETAILS OF ATTACHMENTS

<table>
<thead>
<tr>
<th>Att/ Amd No.</th>
<th>TDH Program ID/ TDH Purchase Order Number</th>
<th>Term Begin</th>
<th>Term End</th>
<th>Source of Funds</th>
<th>Amount</th>
<th>Direct Assistance</th>
<th>Total Amount (TDH Share)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01A</td>
<td>STD/HIV 0000000330</td>
<td>01/01/03</td>
<td>12/31/03</td>
<td>93.977 93.940</td>
<td>1,217,386.00</td>
<td>0.00</td>
<td>1,217,386.00</td>
</tr>
<tr>
<td>02</td>
<td>HIV/HOPWA 0000000277</td>
<td>02/01/03</td>
<td>01/31/04</td>
<td>14.241</td>
<td>52,880.00</td>
<td>0.00</td>
<td>52,880.00</td>
</tr>
<tr>
<td>03A</td>
<td>TB/PC 0000000374</td>
<td>01/01/03</td>
<td>12/31/03</td>
<td>93.115</td>
<td>662,531.00</td>
<td>0.00</td>
<td>662,531.00</td>
</tr>
<tr>
<td>04</td>
<td>HANSENS 0000000403</td>
<td>01/01/03</td>
<td>12/31/03</td>
<td>93.215</td>
<td>42,927.00</td>
<td>0.00</td>
<td>42,927.00</td>
</tr>
<tr>
<td>05A</td>
<td>HIV/SURV 0000000340</td>
<td>01/01/03</td>
<td>12/31/03</td>
<td>93.944</td>
<td>250,403.00</td>
<td>0.00</td>
<td>250,403.00</td>
</tr>
<tr>
<td>06</td>
<td>HIV/UNIQ 0000000396</td>
<td>04/01/03</td>
<td>03/31/04</td>
<td>93.917</td>
<td>104,500.00</td>
<td>0.00</td>
<td>104,500.00</td>
</tr>
<tr>
<td>07</td>
<td>STD/TRNG 0000000448</td>
<td>04/01/03</td>
<td>03/31/04</td>
<td>93.978</td>
<td>237,570.00</td>
<td>0.00</td>
<td>237,570.00</td>
</tr>
<tr>
<td>08</td>
<td>HIV/RW 000000415</td>
<td>04/01/03</td>
<td>03/31/04</td>
<td>93.917</td>
<td>163,518.00</td>
<td>0.00</td>
<td>163,518.00</td>
</tr>
<tr>
<td>09</td>
<td>HIV/RW 0000000425</td>
<td>04/01/03</td>
<td>03/31/04</td>
<td>93.917</td>
<td>2,188,325.00</td>
<td>0.00</td>
<td>2,188,325.00</td>
</tr>
<tr>
<td>10</td>
<td>LAB/BIOTERR 0000000811</td>
<td>09/01/03</td>
<td>08/31/04</td>
<td>93.283</td>
<td>215,628.00</td>
<td>0.00</td>
<td>215,628.00</td>
</tr>
<tr>
<td>11</td>
<td>HIV/SRVS 0000000965</td>
<td>09/01/03</td>
<td>08/31/04</td>
<td>State</td>
<td>1,169,678.00</td>
<td>0.00</td>
<td>1,169,678.00</td>
</tr>
<tr>
<td>12</td>
<td>TB/PC 0000000924</td>
<td>09/01/03</td>
<td>08/31/04</td>
<td>State</td>
<td>554,396.00</td>
<td>0.00</td>
<td>554,396.00</td>
</tr>
<tr>
<td>13</td>
<td>OPHP/BIOTERR 000000845</td>
<td>09/01/03</td>
<td>08/31/04</td>
<td>93.283</td>
<td>3,548,222.00</td>
<td>0.00</td>
<td>3,548,222.00</td>
</tr>
<tr>
<td>14</td>
<td>STD/HIV 000001240</td>
<td>09/01/03</td>
<td>08/31/04</td>
<td>State</td>
<td>148,122.00</td>
<td>0.00</td>
<td>148,122.00</td>
</tr>
</tbody>
</table>

TDH Document No: 7560009056-2004
Change No: 14

Totals: $10,556,086.00  $0.00  $10,556,086.00

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

RECEIVING AGENCY PROGRAM: BUREAU OF HIV AND STD PREVENTION

TERM: September 01, 2003 THRU: August 31, 2004

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall conduct programs to control and prevent the spread of Sexually Transmitted Diseases (STDs), including human immunodeficiency virus/acquired immunodeficiency syndrome (HIV/AIDS) and viral hepatitis. PERFORMING AGENCY shall provide the following core activities:

- Community and Individual Behavior Change;
- Medical and Laboratory Services;
- Partner Services;
- Leadership and Program Management;
- Surveillance and Data Management; and
- Training and Professional Development.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this contract Attachment unless amended. The following documents are incorporated herein by reference and made a part of this contract Attachment.

- RECEIVING AGENCY'S HIV and STD Program Operation Procedures and Standards, 2003 and any revisions;
- Centers for Disease Control and Prevention (CDC), STD Program Operations Guidelines;
- Chapters 81 and 85 of the Texas Health and Safety Code;
- Chapter 93 of the Texas Health and Safety Code (relating to Education and Prevention Programs for Hepatitis C);
- 25 Texas Administrative Code (TAC), Chapter 97; and
- RECEIVING AGENCY'S Quality Care: Client Services Standards for Public Health and Community Clinics, revised June 1997.

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

PERFORMING AGENCY shall immediately comply with all applicable policies adopted by RECEIVING AGENCY Program.

RECEIVING AGENCY reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. RECEIVING AGENCY Program will monitor PERFORMING AGENCY'S expenditures on a quarterly basis. If expenditures are below that projected in PERFORMING AGENCY'S total contract amount as shown in SECTION III. BUDGET, PERFORMING AGENCY'S budget may be subject to a decrease for the remainder of the Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

PERFORMING AGENCY shall perform all activities in accordance with RECEIVING AGENCY Program's Renewal Application for State Sexually Transmitted Disease (STD) Services, dated February 28, 2003, and PERFORMING AGENCY'S work plan and detailed budget as approved by RECEIVING AGENCY Program. All of the above named documents are incorporated herein by reference and made a part of this contract Attachment. Any revisions or additions to these documents shall be approved by RECEIVING AGENCY Program and transmitted in writing to PERFORMING AGENCY.

PERFORMANCE MEASURES

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

- PERFORMING AGENCY shall meet eighty percent (80%) of the current STD program objectives and indicators as referenced in RECEIVING AGENCY Program's Renewal application, dated February 28, 2003.

The following STD clinical services shall be provided:

- A minimum of ninety percent (90%) of clients seeking STD diagnostic and/or treatment services at public STD clinics during normal operating hours shall be examined, tested and/or treated the same day; and

- Clients seeking STD diagnostic and/or treatment services in public STD clinics shall be medically managed according to PERFORMING AGENCY written protocols in compliance with RECEIVING AGENCY Program's HIV and STD Program Operation Procedures and Standards, 2003 and any revisions, and CDC'S STD Treatment Guidelines, 2002, or latest version.
Reports and Narratives:

1. Narratives and objectives - Due semi-annually on January 31st and July 31st of the same calendar year in a format provided by RECEIVING AGENCY Program.

2. STD Management Information System (STD*MIS) data - Due weekly on Friday by 5:00 p.m., Central Standard Time. PERFORMING AGENCY shall submit confidential reports of diagnosed STD cases as required by 25 TAC, Chapter 97 to RECEIVING AGENCY Program in a manner and in a format provided by RECEIVING AGENCY Program.

3. Congenital Syphilis Case Investigation and Infant Syphilis Control Record - Due to RECEIVING AGENCY Program, thirty (30) calendar days after reported to the local health department.

4. RECEIVING AGENCY Program’s scannable HIV Counseling and Testing Report Forms or other comparable data collection systems supplied or approved by RECEIVING AGENCY Program for those clinic patients who receive prevention counseling and/or Texas Infertility Prevention Project sentinel site services. Scannable forms are due no later than thirty (30) calendar days after initial prevention counseling session and/or sentinel site services. If PERFORMING AGENCY uses comparable data collection systems, PERFORMING AGENCY shall establish a schedule with RECEIVING AGENCY Program prior to data submission.

PERFORMING AGENCY shall provide all reports and narratives within the required time frames. The reports and narratives shall be completed to the satisfaction of RECEIVING AGENCY Program for processing of reimbursement vouchers. If the reports and narratives do not meet these conditions, RECEIVING AGENCY Program may impose sanctions as described in the General Provisions, Sanctions Article.

PERFORMING AGENCY shall ensure that a complaint process is established and posted for public access.

PERFORMING AGENCY shall maintain Memoranda of Understanding (MOU) with RECEIVING AGENCY-funded Partner Counseling and Partner Elicitation (PCPE) contractors within PERFORMING AGENCY'S jurisdiction to ensure effective coordinated partner services.

PERFORMING AGENCY shall conduct an STD Clinic Client Satisfaction Survey prior to August 31, 2004.

TRAINING REQUIREMENTS

Due to the specialization and job knowledge required for effective STD control programs, the following minimum training is required of personnel employed under this contract Attachment:
1. Disease Intervention Specialist (DIS) shall successfully complete the following training within six (6) months of employment:
   a. Two (2) week Introduction to STD Intervention course;
   b. Training to perform venipuncture; and
   c. PCPE training.

2. First-line supervisors shall complete all training requirements of a DIS plus the following, within one (1) year of becoming a supervisor:
   a. Attend the STD Intervention for Supervisor’s course;
   b. Attend the PCPE Supervisor’s course; and
   c. Attend the Principles of Supervision in STD Control course.

3. Program managers shall complete all training requirements of a DIS and first-line supervisor, within one (1) year of becoming a program manager.

4. All staff shall successfully complete Cultural Competency Training course within one (1) year of employment.

PERFORMING AGENCY staff shall have a development plan on file with PERFORMING AGENCY which focuses on the maintenance and building of knowledge and skills necessary to job performance after completing the training requirement as required in this contract Attachment.

RAPID RESPONSE PLAN

PERFORMING AGENCY shall maintain a Rapid Response Plan (RRP) for the PERFORMING AGENCY’S geographic jurisdiction as approved by RECEIVING AGENCY Program. The RRP shall be in compliance with the Texas Syphilis Elimination Plan and the CDC, National Plan to Eliminate Syphilis from the United States, October 1999.

PERFORMING AGENCY’S personnel shall be made available to staff a Rapid Intervention Team in the event of a disease "outbreak" as interpreted by RECEIVING AGENCY Program.

PERFORMING AGENCY’S personnel shall travel to other Texas jurisdictions that may not be included in PERFORMING AGENCY’S Service Area or Region as requested by RECEIVING AGENCY Program during a rapid intervention response. When such travel is requested by RECEIVING AGENCY Program, reimbursement arrangements for PERFORMING AGENCY’S travel expenditures shall be approved in advance by RECEIVING AGENCY Program.

SECTION II. SPECIAL PROVISIONS:

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

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

Due to the sensitive and highly personal nature of STD HIV/AIDS-related information, strict adherence to the General Provisions, Confidentiality Article, is required.

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

Neither PERFORMING AGENCY, nor any subrecipient, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subrecipient without written consent from the client or patient, or someone authorized to act on his or her behalf; however, RECEIVING AGENCY may require PERFORMING AGENCY, or any subrecipient, to transfer a client or patient record to RECEIVING AGENCY if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient.

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

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

PERFORMING AGENCY shall have written program procedures covering core activities, such as: medical, lab, and partner services; surveillance and data management; clinical and disease intervention quality assurance.

PERFORMING AGENCY shall comply with the Health and Safety Code, §85.085, Physician Supervision of Medical Care, to ensure a licensed physician shall supervise any medical care or procedure provided under a testing program.
SECTION III. BUDGET:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONNEL</td>
<td>$128,021.00</td>
</tr>
<tr>
<td>FRINGE BENEFITS</td>
<td>20,101.00</td>
</tr>
<tr>
<td>TRAVEL</td>
<td>0.00</td>
</tr>
<tr>
<td>EQUIPMENT</td>
<td>0.00</td>
</tr>
<tr>
<td>SUPPLIES</td>
<td>0.00</td>
</tr>
<tr>
<td>CONTRACTUAL</td>
<td>0.00</td>
</tr>
<tr>
<td>OTHER</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>TOTAL DIRECT CHARGES</strong></td>
<td><strong>$148,122.00</strong></td>
</tr>
<tr>
<td>INDIRECT CHARGES</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$148,122.00</strong></td>
</tr>
</tbody>
</table>

Total reimbursements will not exceed $148,122.00.

Financial status reports are due the 30th of December, 30th of March, 30th of June, and the 30th of November.
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS

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

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

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

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

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

__________________________  __________________________
Signature                                          Date

Print Name of Authorized Individual

7560009056  2004-14
Application or Contract Number

DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Organization Name and Address

2177 Stemmons Fwy Ste 600

DALLAS, TX 75207-2710
MEMORANDUM

TO:        COMMISSIONERS COURT
FROM:      Betty Culbreath, Director
DATE:      September 2, 2003
SUBJECT:   TEXAS DEPARTMENT OF HEALTH CONTRACT #7560009056 2004,
           ATTACHMENT #15, HIV - HEPATITIS C VIRUS

BACKGROUND

Texas Department of Health (TDH) Contract #7560009056 2004, Attachment #15 (HIV-
Hepatitis C Virus), conducts prevention activities to help prevent infection and reduce the
transmission of Hepatitis C Virus (HCV) and other blood borne pathogens. This
attachment is effective September 1, 2003 and will expire on December 31, 2003.

OPERATIONAL IMPACT

There is no additional impact to Dallas County for this contract.

LEGAL IMPACT

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

FINANCIAL IMPACT

Attachment #15, HIV-Hepatitis C Virus, provides $934 for salaries and fringe benefits, and
$634 for supplies.
RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court approve the Texas Department of Health Contract #7560009056 2004, Attachment #15 (HIV-Hepatitis C Virus), and authorizes the County Judge to sign the contract on behalf of Dallas County.

Recommended by:  

[Signature]

Betty Curbreath, Director

xc: 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. 15 : HIV - HEPATITIS C VIRUS

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)

Bob Burnette, Director
Procurement and Contracting Services Division
(Note and Title)

Date: 8/20/03
<table>
<thead>
<tr>
<th>Att/ Amd No.</th>
<th>TDH Program ID/ TDH Purchase Order Number</th>
<th>Term</th>
<th>Financial Assistance</th>
<th>Direct Assistance</th>
<th>Total Amount (TDH Share)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01A</td>
<td>STD/HIV 0000000330</td>
<td>01/01/03 - 12/31/03</td>
<td>93.977 93.940</td>
<td>1,217,386.00</td>
<td>0.00</td>
</tr>
<tr>
<td>02</td>
<td>HIV/HOPWA 0000000277</td>
<td>02/01/03 - 01/31/04</td>
<td>14.241</td>
<td>52,880.00</td>
<td>0.00</td>
</tr>
<tr>
<td>03A</td>
<td>TB/PC 0000000374</td>
<td>01/01/03 - 12/31/03</td>
<td>93.116</td>
<td>662,531.00</td>
<td>0.00</td>
</tr>
<tr>
<td>04</td>
<td>HANSENS 0000000493</td>
<td>01/01/03 - 12/31/03</td>
<td>93.215</td>
<td>42,927.00</td>
<td>0.00</td>
</tr>
<tr>
<td>05A</td>
<td>HIV/SURV 0000000340</td>
<td>01/01/03 - 12/31/03</td>
<td>93.944</td>
<td>250,403.00</td>
<td>0.00</td>
</tr>
<tr>
<td>06</td>
<td>HIV/UNIQ 0000000396</td>
<td>04/01/03 - 03/31/04</td>
<td>93.917</td>
<td>104,500.00</td>
<td>0.00</td>
</tr>
<tr>
<td>07</td>
<td>STD/TRNG 0000000448</td>
<td>04/01/03 - 03/31/04</td>
<td>93.978</td>
<td>237,570.00</td>
<td>0.00</td>
</tr>
<tr>
<td>08</td>
<td>HIV/RW 0000000415</td>
<td>04/01/03 - 03/31/04</td>
<td>93.917</td>
<td>163,518.00</td>
<td>0.00</td>
</tr>
<tr>
<td>09</td>
<td>HIV/RW 0000000425</td>
<td>04/01/03 - 03/31/04</td>
<td>93.917</td>
<td>2,188,325.00</td>
<td>0.00</td>
</tr>
<tr>
<td>10</td>
<td>LAB/BIOTERR 0000000811</td>
<td>09/01/03 - 08/31/04</td>
<td>93.283</td>
<td>215,628.00</td>
<td>0.00</td>
</tr>
<tr>
<td>11</td>
<td>HIV/SRVS 0000000965</td>
<td>09/01/03 - 08/31/04</td>
<td>State</td>
<td>1,169,678.00</td>
<td>0.00</td>
</tr>
<tr>
<td>12</td>
<td>TB/PC 0000000924</td>
<td>09/01/03 - 08/31/04</td>
<td>State</td>
<td>554,396.00</td>
<td>0.00</td>
</tr>
<tr>
<td>13</td>
<td>OPH/BIOTERR 0000000845</td>
<td>09/01/03 - 08/31/04</td>
<td>93.283</td>
<td>3,548,222.00</td>
<td>0.00</td>
</tr>
<tr>
<td>14</td>
<td>STD/HIV 0000001240</td>
<td>09/01/03 - 08/31/04</td>
<td>State</td>
<td>148,122.00</td>
<td>0.00</td>
</tr>
<tr>
<td>15</td>
<td>HIV/HEP 0000001247</td>
<td>09/01/03 - 12/31/03</td>
<td>93.940</td>
<td>1,568.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Change No. 15**

TDH Document No. 7560009056 2004

| Totals | $10,557,654.00 | $0.00 | $10,557,654.00 |

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

RECEIVING AGENCY PROGRAM: BUREAU OF HIV AND STD PREVENTION

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

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall conduct prevention activities to help prevent infection and reduce the transmission of Hepatitis C Virus (HCV) and other blood borne pathogens. Project activities and materials shall be appropriate to the target populations as identified and approved by RECEIVING AGENCY Program. Strategies to accomplish the projects shall demonstrate cost-effectiveness, innovation, coordination, and collaboration with other community efforts.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this contract Attachment unless amended. The following documents are incorporated by reference and made a part of this contract Attachment:

- RECEIVING AGENCY Program's HCV Testing Guidelines, August 2001;
- RECEIVING AGENCY'S HIV and STD Program Operation Procedures and Standards, 2003, and any revisions;
- Chapters 81 and 85 of the Health and Safety Code;
- 25 TAC Chapter 97 and 98, Subchapter B;
- Chapter 93 Health and Safety Code, '93.001 Education and Prevention Programs for Hepatitis C;
- RECEIVING AGENCY'S Quality Care: Client Services Standards for Public Health and Community Clinics, revised June 1997; and

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

All information and educational materials developed and provided by PERFORMING AGENCY shall be accurate, comprehensive, and culturally sensitive for the targeted population.

PERFORMING AGENCY shall perform all activities in accordance with RECEIVING AGENCY Program’s Request for Proposal (RFP) for Prevention of Hepatitis C Virus (HCV) dated August 20, 2001 and Continuation RFP dated March 15, 2002, and PERFORMING AGENCY’S objectives, work plan, and detailed budget as approved by RECEIVING AGENCY Program. Prevention activities under this Scope of Work shall include quality assurance activities, data collection and reporting activities, referral activities, and Prevention Counseling (PC) activities.

QUALITY ASSURANCE ACTIVITIES

PERFORMING AGENCY shall ensure that delivery of high-quality prevention activities is consistent and ensure that interventions are delivered in accordance with established requirements and standards in order to maintain high performance expectations of prevention staff and promote consistent and accurate data collection processes for use in program evaluation.

PERFORMING AGENCY shall comply with the quality assurance guidelines as referenced in the RFP dated August 20, 2001.

DATA COLLECTION AND REPORTING ACTIVITIES

PERFORMING AGENCY shall:

- Collect consistent and accurate data, including the number of HCV prevention contacts, when and where contacts occurred, quantity and type of literature or materials distributed, and demographics of the clients served;
- Utilize data collection and reporting systems designed and required by RECEIVING AGENCY Program; and
- Submit a final report documenting that PERFORMING AGENCY’S objectives and performance measures are being met in the approved target populations.

REFERRAL ACTIVITIES

PERFORMING AGENCY shall provide key referral linkages and shall document and track referrals.

PREVENTION COUNSELING (PC) ACTIVITIES

PERFORMING AGENCY shall:
• Provide an individual-level intervention of counseling programs for persons at risk of HIV/STD/Viral Hepatitis infection due to individual sexual behavior, drug use, or other risk behaviors. PERFORMING AGENCY shall establish and maintain a confidential HCV testing program with referrals to other testing and treatment services as appropriate. Testing for HCV shall be provided only to persons recognized by RECEIVING AGENCY as high-risk for HCV infection as referenced in RECEIVING AGENCY Program's HCV Testing Guidelines, August 2001.

• Develop information regarding available referral sources for persons at high-risk for HCV infection and persons with HCV infection, including substance abuse treatment, medical care, mental health services, support groups, and other relevant services.

PERFORMING AGENCY shall collaborate with RECEIVING AGENCY Program's HIV/STD contractors during the planning, delivery assessment, and evaluation of prevention and services activities in order to provide prevention and care services to targeted groups. Such collaboration shall minimize duplication of services in a given area and ensure that clients receive the benefit of organized and comprehensive prevention, health, and social services.

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

PERFORMANCE MEASURES

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

PERFORMING AGENCY shall provide prevention contacts that involve one-on-one interaction between a counselor and client as reflected in PERFORMING AGENCY'S objectives and work plan and in accordance with RECEIVING AGENCY Program's HIV and STD Program Operation Procedures and Standards, 2003, and any revision.

PERFORMING AGENCY shall provide outreach services to clients who live or receive services in the county(ies)/area defined as: Dallas. High-risk individuals seeking HCV prevention counseling shall be served regardless of residency.

REPORTING REQUIREMENTS

PERFORMING AGENCY shall provide a final activity report of the number of contacts with clients at high risk for HCV infection, due within twenty (20) calendar days after the end of the contract period. Such reports shall be submitted in the standard format provided by RECEIVING AGENCY Program.

PERFORMING AGENCY shall also submit HIV Counseling and Testing Report Form and Hepatitis C Supplemental Form on each client receiving a PC session, due no later than thirty (30) calendar days after initial PC session has been conducted in order to aid RECEIVING AGENCY Program in tracking the number of PC sessions provided statewide.

ATTACHMENT – Page 3
The reports and data shall be completed to the satisfaction of RECEIVING AGENCY Program for reimbursement vouchers to be processed. If the reports and data do not meet these conditions, RECEIVING AGENCY Program may impose sanctions as described in the General Provisions, Sanctions Article.

RECEIVING AGENCY reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. RECEIVING AGENCY Program will monitor PERFORMING AGENCY'S expenditures on a quarterly basis. If expenditures are below that projected in PERFORMING AGENCY'S total contract amount as shown in SECTION III. BUDGET, PERFORMING AGENCY'S budget may be subject to a decrease for the remainder of the Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

**TRAINING REQUIREMENTS**

<table>
<thead>
<tr>
<th>COURSE TITLE</th>
<th>PARTICIPANTS</th>
<th>PREREQUISITE</th>
<th>REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prevention Counseling and Partner</td>
<td>PC staff</td>
<td>Successful completion of self-study PCPE pre-course and a score of 80% or greater on the Comprehensive PCPE Pre-Course Test</td>
<td>Successful completion of RECEIVING AGENCY Program's recognized course within six (6) months of employment.</td>
</tr>
<tr>
<td>Elicitation training (PCPE) Course</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PCPE Supervisor's Course</td>
<td>Supervisors of HCV prevention counselors</td>
<td>Complete PCPE training</td>
<td>Supervisors shall attend this course within one (1) year of becoming a supervisor.</td>
</tr>
<tr>
<td>STD Facts and Fallacies</td>
<td>PERFORMING AGENCY Program staff</td>
<td>N/A</td>
<td>Encouraged to attend and complete training.</td>
</tr>
<tr>
<td>HCV Prevention Counseling</td>
<td>Prevention Counselors and Supervisors who have not successfully completed the 1-day HCV Prevention Counseling Course or those who took the PCPE course prior to May 1, 2001.</td>
<td>Complete PCPE training</td>
<td>Successful completion of this course within one (1) year of employment.</td>
</tr>
</tbody>
</table>
SECTION II. SPECIAL PROVISIONS:

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

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

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

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

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

Neither PERFORMING AGENCY, nor any subrecipient, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subrecipient without written consent from the client or patient, or someone authorized to act on his or her behalf; however, RECEIVING AGENCY (The Texas Department of Health [TDH]) may require PERFORMING AGENCY, or any subrecipient, to transfer a client or patient record to RECEIVING AGENCY (TDH) if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient.

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

Due to the sensitive and highly personal nature of HCV information, strict adherence to the General Provisions, Confidentiality Article is required. In addition to these conditions, PERFORMING AGENCY shall comply with RECEIVING AGENCY Program's HIV and STD Program Operation Procedures and Standards, 2003, and any revisions. All of the above-referenced documents are incorporated herein and made a part of this contract Attachment.

PERFORMING AGENCY shall maintain current formal written agreements with other RECEIVING AGENCY Program contractors within each jurisdiction as directed by RECEIVING AGENCY to ensure effective coordinated partner services.
PERFORMING AGENCY shall comply with the Health and Safety Code, §85.085, Physician Supervision of Medical Care, to ensure a licensed physician shall supervise any medical care or procedure provided under a testing program.
SECTION III. BUDGET:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONNEL</td>
<td>$684.00</td>
</tr>
<tr>
<td>FRINGE BENEFITS</td>
<td>250.00</td>
</tr>
<tr>
<td>TRAVEL</td>
<td>0.00</td>
</tr>
<tr>
<td>EQUIPMENT</td>
<td>0.00</td>
</tr>
<tr>
<td>SUPPLIES</td>
<td>634.00</td>
</tr>
<tr>
<td>CONTRACTUAL</td>
<td>0.00</td>
</tr>
<tr>
<td>OTHER</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**TOTAL** $1,568.00

Total reimbursements will not exceed $1,568.00.

The financial status report is due the 31st of March.
MEMORANDUM

TO: COMMISSIONERS COURT
FROM: Betty Culbreath, Director
DATE: September 2, 2003
SUBJECT: TEXAS DEPARTMENT OF HEALTH CONTRACT #7560009056 2004, OFFICE OF PUBLIC HEALTH PRACTICE - PUBLIC HEALTH PREPAREDNESS AND RESPONSE FOR BIOTERRORISM, ATTACHMENT #13

BACKGROUND

Texas Department of Health (TDH) Contract #7560009056 2004, Attachment #13 (Office of Public Health Practice - Public Health Preparedness and Response for Bioterrorism). This attachment is effective September 1, 2003 and will expire on August 31, 2004.

OPERATIONAL IMPACT

Attachment #13 of the Texas Department of Health contract will fund thirty-four (34) full-time positions, and (1) one cost-shared position. This includes the addition of one (1) SNS Coordinator position.

LEGAL IMPACT

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

FISCAL IMPACT

Attachment #13, Office of Public Health Practice - Public Health Preparedness and Response for Bioterrorism, provides $2,017,868 for salaries and fringe benefits (includes Chief Epidemiologist in the amount of $20,000), $65,003 for travel, $500,816 for equipment (see attached list), $49,651 for supplies, $700,000 for contractual, $56,463 for other, and $158,421 for indirect. There is no fiscal impact to Dallas County.
RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court approves the Texas Department of Health Contract #7560009056 2004, Attachment #13 (Office of Public Health Practice - Public Health Preparedness and Response for Bioterrorism), and authorizes the County Judge to sign the contract and all related documents on behalf of Dallas County.

Recommended by: Betty Culbreath, Director

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

**SUMMARY OF TRANSACTION:**
ATT NO. 13 : OPHP - BIOTERRORISM PREPAREDNESS

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)

   Bob Burnette, Director
   Procurement and Contracting Services Division
   (Name and Title)

Date: _________________________
<table>
<thead>
<tr>
<th>Att/ Amd No.</th>
<th>TDH Program ID/ TDH Purchase Order Number</th>
<th>Term</th>
<th>Financial Assistance</th>
<th>Direct Assistance</th>
<th>Total Amount (TDH Share)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Begin</td>
<td>End</td>
<td></td>
</tr>
<tr>
<td>01A</td>
<td>STD/HIV 00000000330</td>
<td>01/01/03</td>
<td>12/31/03</td>
<td>93.977 93.940</td>
<td>1,217,386.00</td>
</tr>
<tr>
<td>02</td>
<td>HIV/ROPWA 0000000277</td>
<td>02/01/03</td>
<td>01/31/04</td>
<td>14.241</td>
<td>52,880.00</td>
</tr>
<tr>
<td>03A</td>
<td>TB/PC 0000000374</td>
<td>01/01/03</td>
<td>12/31/03</td>
<td>93.116</td>
<td>662,531.00</td>
</tr>
<tr>
<td>04</td>
<td>HANSENS 0000000403</td>
<td>01/01/03</td>
<td>12/31/03</td>
<td>93.215</td>
<td>42,927.00</td>
</tr>
<tr>
<td>05A</td>
<td>HIV/SURV 0000000340</td>
<td>01/01/03</td>
<td>12/31/03</td>
<td>93.944</td>
<td>250,403.00</td>
</tr>
<tr>
<td>06</td>
<td>HIV/UNIQ 0000000396</td>
<td>04/01/03</td>
<td>03/31/04</td>
<td>93.917</td>
<td>104,500.00</td>
</tr>
<tr>
<td>07</td>
<td>STD/TRNG 0000000448</td>
<td>04/01/03</td>
<td>03/31/04</td>
<td>93.978</td>
<td>237,570.00</td>
</tr>
<tr>
<td>08</td>
<td>HIV/RW 0000000415</td>
<td>04/01/03</td>
<td>03/31/04</td>
<td>93.917</td>
<td>163,518.00</td>
</tr>
<tr>
<td>09</td>
<td>HIV/RW 0000000425</td>
<td>04/01/03</td>
<td>03/31/04</td>
<td>93.917</td>
<td>2,188,325.00</td>
</tr>
<tr>
<td>10</td>
<td>LAB/BIOTERR 0000000811</td>
<td>09/01/03</td>
<td>08/31/04</td>
<td>93.283</td>
<td>215,628.00</td>
</tr>
<tr>
<td>11</td>
<td>HIV/SRVS 0000000965</td>
<td>09/01/03</td>
<td>08/31/04</td>
<td>State</td>
<td>1,169,678.00</td>
</tr>
<tr>
<td>12</td>
<td>TB/PC 0000000924</td>
<td>09/01/03</td>
<td>08/31/04</td>
<td>State</td>
<td>554,396.00</td>
</tr>
<tr>
<td>13</td>
<td>OPHP/BIOTERR 0000000845</td>
<td>09/01/03</td>
<td>08/31/04</td>
<td>93.283</td>
<td>3,548,222.00</td>
</tr>
<tr>
<td>TDH Document No. 75600009056 2004</td>
<td>Totals</td>
<td>$10,407,964.00</td>
<td>$ 0.00</td>
<td>$10,407,964.00</td>
<td></td>
</tr>
</tbody>
</table>

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

RECEIVING AGENCY PROGRAM: OFFICE OF PUBLIC HEALTH PRACTICE

TERM: September 01, 2003 THRU: August 31, 2004

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall assist RECEIVING AGENCY in the implementation of RECEIVING AGENCY activities associated with the FY 04 Centers for Disease Control and Prevention (CDC) Public Health Preparedness and Response for Bioterrorism Cooperative Agreement. This project is designed to upgrade state and local public health jurisdictions’ preparedness for and response to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies.

PERFORMING AGENCY shall develop a bioterrorism preparedness plan that addresses the required critical benchmarks outlined within the focus areas listed below. In addition, PERFORMING agency must agree to participate in National Preparedness Programs initiated by CDC, such as the Smallpox Preparedness Program. The PERFORMING AGENCY may address other critical capacities within the focus areas for which they are eligible after they achieved all the critical benchmarks. The PERFORMING AGENCY may not address enhanced capacities in any of the focus areas unless all of the critical benchmarks and critical capacities for that focus area have been fully achieved. The PERFORMING AGENCY may not contract to conduct activities relating to Focus Area C – Laboratory Capacity-Biologic Agency – unless PERFORMING AGENCY was approved to conduct activities in Focus Area C under this attachment during the FY 03 contract period.

The focus areas include the following:

A. Preparedness Planning and Readiness Assessment: Establish strategic leadership, direction, assessment, and coordination of activities to ensure statewide readiness, interagency collaboration, local and regional preparedness for bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies. Conduct smallpox vaccination planning activities, Strategic National Stockpile planning activities, and HRSA/CDC cross-cutting activities as outlined in the FY 04 local guidance document;

B. Surveillance and Epidemiology Capacity: Enable state and local health departments to enhance, design, and/or develop systems for rapid detection of unusual outbreaks of illness that may be the result of bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies. Assist state and local health departments in establishing
expanded epidemiologic capacity to investigate and mitigate such outbreaks of illness. Conduct smallpox surveillance activities and HRSA/CDC cross-cutting activities as outlined in the FY 04 local guidance document;

C. Laboratory Capacity-Biologic Agent: Ensure that core diagnostic capabilities for bioterrorist agents are available at all state and major city/county public laboratories. These funds will enable state or major city-county laboratories to develop the capability and capacity to conduct rapid and accurate diagnostic and reference testing for select biologic agents likely to be used in a terrorist attack;

D. Health Alert Network/Communications and Information Technology: Enable state and local public health agencies to establish and maintain a network that will:
   a. Support exchange of key information and training over the Internet by linking public health and private partners on a 24/7 basis;
   b. Provide for rapid dissemination of public health advisories to the news media and the public at large;
   c. Ensure secure electronic data exchange between public health partners’ computer systems;
   d. Ensure protection of data, information, and systems, with adequate backup, organizational, and surge capacity to respond to bioterrorism and other public health threats and emergencies;
   e. Develop systems to recruit and track participants, data collection, storage, management, reporting and evaluation activities, smallpox vaccination team members related to the National Smallpox Vaccination Program; and
   f. Cross-cutting activities as outlined in the FY 04 local guidance document.

E. Communicating Health Risks and Health Information Dissemination: Ensure that state and local public health organizations develop an effective risk communications capacity that provides for timely information dissemination to citizens during a bioterrorist attack, outbreak of infectious diseases, or other public health threat or emergency. Such a capacity should include training for key individuals in communication skills, the identification of key spokespersons (particularly those who can deal with infectious diseases), printed materials, timely reporting of critical information, and effective interaction with the media. Develop smallpox public information system and communication materials, and cross-cutting activities as outlined in the FY 04 local guidance document; and

F. Education and Training: Ensure that state and local health agencies have the capacity to:
   a. Assess the training needs of key public health professionals, infectious disease specialists, emergency department personnel, and other healthcare providers related to preparedness for and response to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies;
   b. Ensure effective provision of needed education and training to key target audiences through multiple channels, including academic institutions, healthcare professionals, CDC, HRSA, and other sources; and
c. Conduct assessment of bioterrorism preparedness and smallpox response plans training needs and develop individual training plans for staff responsible for detecting and responding to a bioterrorism threat or other public health emergency.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this contract Attachment unless amended. The following documents are incorporated by reference and made a part of this contract Attachment. These include:

- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Centers for Disease Control and Prevention (CDC) Guidance for Fiscal Year 2004 Supplemental Funds for Public Health Preparedness and Response for Bioterrorism (Announcement Number 99051 – Emergency Supplemental);
- PERFORMING AGENCY’S FY 04 Grant Application and Work Plan for Local Public Health Preparedness and Response for Bioterrorism, any written revisions;
- CDCs Local Emergency Preparedness and Response Inventory; and
- Chapter 81, Texas Health and Safety Code.

PERFORMING AGENCY must achieve all critical benchmarks and smallpox activities identified in the Grant Application and Work Plan for Local Public Health Preparedness and Response for Bioterrorism for focus areas for which the PERFORMING AGENCY is eligible for funding.

If the PERFORMING AGENCY agrees to perform public health preparedness services for another county in exchange for the county’s funding allocation, a written statement signed by an authorized county official must be submitted to the RECEIVING AGENCY with the completed Grant Application and Work Plan for Local Public Health Preparedness and Response for Bioterrorism. The PERFORMING AGENCY must then submit a signed Memorandum of Agreement between the PERFORMING AGENCY and the county to the RECEIVING AGENCY with the first (1st) Quarterly report that includes the services, timelines, deliverables and the amount of funds agreed upon by both parties.

PERFORMING AGENCY must notify RECEIVING AGENCY in advance of the PERFORMING AGENCY’s plans to participate in or conduct local exercises designed to test components of local public health preparedness capacity. PERFORMING AGENCY shall participate in statewide exercises planned by the RECEIVING AGENCY as needed to assess the capacity of the PERFORMING AGENCY to respond to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies.

PERFORMING AGENCY must submit all requests for purchased services to the RECEIVING AGENCY by providing a detailed description of the purchased services with the Grant Application and Work Plan for Local Public Health Preparedness and Response for Bioterrorism. The description must include a description of the purchased service, how the
service will be used to achieve the required capacities specified in the *Grant Application and Work Plan for Local Public Health Preparedness and Response for Bioterrorism*, and a budget narrative. The PERFORMING AGENCY may not award a bid, execute a contract or purchase the service until written authorization has been received from the RECEIVING AGENCY.

PERFORMING AGENCY shall conduct CDC's self-assessment instrument entitled *Local Emergency Preparedness and Response Inventory* and submit the results to the RECEIVING AGENCY within thirty (30) days after the end of the first quarter.

PERFORMING AGENCY shall provide the names and contact information for all key bioterrorism/public health preparedness staff, including bioterrorism coordinator, HAN coordinator, SNS coordinator, planner, trainer, epidemiologist(s), or equivalent, to the RECEIVING AGENCY on the form entitled *Key Bioterrorism/Public Health Preparedness Staff Contact Information Sheet* included in the *Grant Application and Work Plan for Local Public Health Preparedness and Response for Bioterrorism*. This information must be submitted with the original grant application and work plan, and be updated and submitted with each quarterly report.

PERFORMING AGENCY shall participate in the Texas Disease Reporting Program described in Chapter 81, Texas Health and Safety Code by:

- Educating, training and providing technical assistance to local providers and hospitals on Texas reportable disease requirements;
- Monitoring participation by local providers and hospitals in reporting notifiable conditions to the appropriate Texas Department of Health regional office;
- Conducting disease surveillance and reporting notifiable conditions to the appropriate Texas Department of Health regional office;
- Coordinating with the Texas Department of Health regional Epidemiology Response Team members to build an effective statewide system for rapid detection of unusual outbreaks of illness through syndromic or other enhanced surveillance; and
- Reporting immediately all data aberrations as compared to background surveillance data to the Texas Department of Health regional office.

PERFORMING AGENCY shall coordinate all risk communication activities with Texas Department of Health Communications Division.

In the event of a public health emergency involving a portion of the state, PERFORMING AGENCY is required to mobilize and dispatch staff, vehicles or other equipment purchased with funds from this attachment and that are not performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from the RECEIVING AGENCY.

If PERFORMING AGENCY provides smallpox vaccinations in conjunction with activities authorized under this contract Attachment and reports these vaccinations in accordance with guidelines specified by the RECEIVING AGENCY, PERFORMING AGENCY shall be authorized to receive additional funding up to $150 per vaccination provided. These funds will be added to this contract Attachment at a later date.
PERFORMING AGENCY shall inform RECEIVING AGENCY Program in writing if it shall not continue performance under this Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the Attachment immediately or within a reasonable period of time as determined by RECEIVING AGENCY.

PERFORMANCE MEASURES

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

The critical benchmarks included in the Grant Application and Work Plan for Local Public Health Preparedness and Response for Bioterrorism will constitute performance measures for project objectives and target levels of performance in each focus area for which the PERFORMING AGENCY is eligible.

PERFORMING AGENCY shall submit quarterly progress reports which describe accomplishments, challenges, barriers, impact, progress toward achieving the work plan goals and objectives contained in the PERFORMING AGENCY'S FY 04 Grant Application and Work Plan for Local Public Health Preparedness and Response for Bioterrorism, and updates on the status of all contracts for purchased services.

PERFORMING AGENCY shall provide reports as requested by RECEIVING AGENCY to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

PERFORMING AGENCY shall provide services in the following county(ies)/area: Dallas.

SECTION II. SPECIAL PROVISIONS:

General Provisions, Reports Article, third paragraph, is revised to read as follows:

PERFORMING AGENCY shall submit quarterly progress reports and an annual report to RECEIVING AGENCY no later than thirty (30) days after the end of each quarter and thirty (30) days following the end of PERFORMING AGENCY'S contract term in a format specified by RECEIVING AGENCY.

PERFORMING AGENCY shall provide RECEIVING AGENCY other reports including financial reports RECEIVING AGENCY determines necessary to accomplish the objectives of this contract and to monitor compliance. If PERFORMING AGENCY is legally prohibited from providing such reports, it shall immediately notify RECEIVING AGENCY.
## SECTION III. BUDGET:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONNEL</td>
<td>$1,584,215.00</td>
</tr>
<tr>
<td>FRINGE BENEFITS</td>
<td>433,653.00</td>
</tr>
<tr>
<td>TRAVEL</td>
<td>65,003.00</td>
</tr>
<tr>
<td>EQUIPMENT*</td>
<td>500,816.00</td>
</tr>
<tr>
<td>SUPPLIES</td>
<td>49,651.00</td>
</tr>
<tr>
<td>CONTRACTUAL</td>
<td>700,000.00</td>
</tr>
<tr>
<td>OTHER</td>
<td>56,463.00</td>
</tr>
<tr>
<td><strong>TOTAL DIRECT CHARGES</strong></td>
<td><strong>$3,389,801.00</strong></td>
</tr>
<tr>
<td><strong>INDIRECT CHARGES</strong></td>
<td><strong>$158,421.00</strong></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$3,548,222.00</strong></td>
</tr>
</tbody>
</table>

Total reimbursements will not exceed $3,548,222.00.

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

* Equipment list attached.

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).
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>NO. OF UNITS</th>
<th>UNIT COST</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Modular Furniture Set: 30&quot;x60&quot; desk w/typewriter return; high back desk chair; 1 side arm chair; 1- to 5 shelfed file cabinet.</td>
<td>10</td>
<td>1,500.00</td>
<td>$ 15,000.00</td>
</tr>
<tr>
<td>002</td>
<td>Dell Dimension 8300 Series Workstation: Pentium 4 Processor at 2.80 GHz w/800MHz front side bus; 256MB Dual Channel DDR SDRAM at 400MHz; 19&quot; M992 Monitor; 64MB DDR NVIDIA GeForce MX Graphics Card w/TV-Out; 60GB Ultra ATA/100 7200RPM Hard Drive; MS Windows XP Professional; Integrated Intel PRO 10/100 Ethernet; 16 Max DVD-ROM Drive; Integrated 5.1 Audio w/Dolby Digital 5.1 capability; HK-395 Speakers w/subwoofer; MS Office XP Professional; 3yr limited warranty = 3yr on-site service; RealOne Player w/14 day SuperPass trial; 4x CD-RW Drive w/Roxio's Easy CD Creator.</td>
<td>17</td>
<td>1,925.00</td>
<td>$ 32,725.00</td>
</tr>
<tr>
<td>003</td>
<td>HP TX1000T Tablet PC w/ Cruseo 1GHz CPU; 256MP of RAM(256 MB Fixed w/1 slot for Expansion) upgradable to 768MB (256MB are reserved for processor usage); 30GB Hard Drive; 10.4 TFT XGA wide viewing angle, hard tempered cover glass; NVIDIA GeForce2Go w/16MB SDRAM, fast switch between portrait or landscape modes; Lithium Ion prismatic battery; Type II PC Card slot and 1 Type II CF slot; support for multibay dives w/optional Tablet PC docking station; Compaq Premier sound for enhanced stereo audio; integrated stereo speakers; USB 2.0; integrated 56k/9.2 modem and 10/100BT Ethernet NIC; internal mini-PCI 802.11b card w/fully integrated dual mode (2.4 &amp; 5GHz) antennae.</td>
<td>2</td>
<td>4,892.00</td>
<td>$ 9,784.00</td>
</tr>
<tr>
<td>004</td>
<td>Adobe Acrobat Reader 6.0 License.</td>
<td>1</td>
<td>2,200.00</td>
<td>$ 2,200.00</td>
</tr>
<tr>
<td>005</td>
<td>Dell Latitude C640: Mobile Pentium 4 Processor, 2.0GHz w/14.1&quot; SXGA display; 256MB DDR SDRAM, 2 DIMMS; 30GB Hard Drive. 9.5MM; MS Windows 2000. service pack 2; internal 56K modem; 24-10-24X CDRW; 90W AC Adapter w/power cord; 8-cell lithium-ion battery; nylon carrying case; 3yr parts+onsite labor; McAfee Virus Scan 6.01.</td>
<td>8</td>
<td>1,686.00</td>
<td>$ 13,488.00</td>
</tr>
<tr>
<td>006</td>
<td>Polycom SoundStation Premier: alphanumeric keypad; 300-2200 Hz audio bandwidth; adjustable to 89db at 1/2 meter peak volume speakers; 2-wire RJ-11 analog PBX or public switched telephone network interface; 110 VAC, 60Hz, 25W power requirements; 1yr warranty.</td>
<td>3</td>
<td>800.00</td>
<td>$ 2,400.00</td>
</tr>
<tr>
<td>007</td>
<td>Brinkman Eppendorf Multipurpose Centrifuge (refrigerated) Model 5810R: 11dV, 60Hz, 450W; 1,400rpm; 4x250mL; 1.99 min. in 1 min.; intervals, and hold; 71Wx61Dx33H cm (28 x 24 x 13 in.); 99kg (218 lbs); Microfuge Rotor for centrifuge w/adapters and covers.</td>
<td>1</td>
<td>9,465.00</td>
<td>$ 9,465.00</td>
</tr>
<tr>
<td>008</td>
<td>Mixer Mill Type MM301: Item #20741004; 120V 50/60 Hz, w/US Plug.</td>
<td>1</td>
<td>6,705.00</td>
<td>$ 6,705.00</td>
</tr>
<tr>
<td>009</td>
<td>Leeds Instruments, Inc. SZX-F0 Stereo Microscope Zoom Body; SZX-F0 Focusing Unit; SZX-B130 Binocular Observation Tube 30 Degree eyetube inclination; WH510X-II: 10X High Eyepoint Stereo Eyepiece F.N., 22 focusing, diptor adjustment + 5 accepts eyepiece reticle. 24mm, 1.5mm thickness; articulating microscope stand for wall mounting; diagnostic mount; universal ring light for SZX w/vertical exit; fiber optic light source.</td>
<td>1</td>
<td>6,179.00</td>
<td>$ 6,179.00</td>
</tr>
</tbody>
</table>

Equipment List Page 1
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>010</td>
<td>Dell Dimension 8300 Series Computer: Pentium 4 Processor at 3GHz w/800MHz front side bus; 256MB Dual Channel DDR SDRAM at 400MHz; 17” E772 Monitor; 64MB DDR NVIDIA-GeForce4 MX Graphics Card w/TV-Out; 60GB Ultra ATA/100 7200RPM Hard Drive; sound card; HK-206 Speakers; integrated Intel PRO 10/100 ethernet; 56K PCI Data/Fax modem; Dell SecurityCenter by McAfee, 90 day intro offer; 48x CD-RW Drive w/ Roxio’s Easy CD Creator; Dell Picture Studio, Image Expert Standard; MS Windows XP Professional; MS Office XP Small Business; 3yr limited warranty + 3yr on-site service; RealOne Player w/ 14 day SuperPass trial.</td>
<td>1</td>
<td>$1,716.00</td>
<td>$1,716.00</td>
</tr>
<tr>
<td>011</td>
<td>Randall Drop-in Frost Top Cold Table: Model #9843SCA; 90 day labor warranty std.; 1 yr parts and compressor warranty std.; 3 yr compressor warranty.</td>
<td>1</td>
<td>$1,861.00</td>
<td>$1,861.00</td>
</tr>
<tr>
<td>012</td>
<td>BioMedical Solutions, Inc. Environmental Growth Chamber: DROS333D-1: level 1 capacity, 25ft/707 liters ext. 33 x 29 x 79; int. 29 x 25 x 55; 6 shelves, 1 light above each shelf; HP: 1/3; shipping wt: 35 lbs.; level 1-chambers have glass doors for light penetration; interior door lights w/on/off switch and RH meter; pan of water can be placed on stainless steel bottom of the chamber for moisture. DROS333D-2: level 1 capacity 25ft/707 liters ext. 33 x 29 x 79; int. 29 x 25 x 55; 3 shelves; 1 light above each shelf; HP: 1/3; shipping wt: 35 lbs.; level 2-chambers have solid doors w/ one clock controlled light per shelf and an RH meter; pan of water can be placed on stainless steel bottom of chamber for moisture.</td>
<td>1</td>
<td>$11,600.00</td>
<td>$11,600.00</td>
</tr>
<tr>
<td>013</td>
<td>Ultra Low Freezer -85C and storage drawers; SLT-13V-85A (115V, 60Hz, 1 Phase); UF4-442: drawer rack only, 22” x 9 7/16” x 5 1/2” for 2” boxes, holds 16 boxes; UF4-442-100: drawer rack w/ box and divider (100 cell), 22” x 9 7/16” x 5 1/2”, holds 16 boxes.</td>
<td>1</td>
<td>$6,916.00</td>
<td>$6,916.00</td>
</tr>
<tr>
<td>014</td>
<td>Iridium Motorola 9505 Portable Satellite Phone: smaller and lighter; packed w/features, yet simple to use; quick access interface; water, shock &amp; dust resistant for rugged environments; data capable-use satellite phone to transmit data w/optional RS232 adapter; IrDA Port (for future applications); 21 Language Choices for Prompts; Viracall Alert; Illuminated Holographic display; color-silver.</td>
<td>3</td>
<td>$1,395.00</td>
<td>$4,185.00</td>
</tr>
<tr>
<td>015</td>
<td>In Focus LP 240 LCD Projector, 1000 max ANSI lumens, 1300 max ANSI lumens, 400:1 contrast ratio, replacement lamp, Samsonite ultralight compact, VGA extension bundle.</td>
<td>2</td>
<td>$1,729.00</td>
<td>$3,458.00</td>
</tr>
<tr>
<td>016</td>
<td>Tomometer: KOWA, HA-2, hand held.</td>
<td>1</td>
<td>$769.00</td>
<td>$769.00</td>
</tr>
<tr>
<td>017</td>
<td>WelchAllyn SureSight Auto Refractor: data acquisitions-measures and averages 5-8 readings/eye; sphere =6.0 to -5.0 diopters; cylinder +/- diopters; repeatability measures-indicates number of, and variation among measurements for the given eye; 2.0 lbs; 14” working distance; battery life more than 3 hours of continuous usage; indicates-15 minutes usage remains.</td>
<td>1</td>
<td>$4,495.00</td>
<td>$4,495.00</td>
</tr>
<tr>
<td>018</td>
<td>Dell workstation: Dimension 8300 Series, Intel Pentium 4 Processor at 2.6GHz; 256MB DDR at 400MHz (311-3000); 17” M782 Monitor; 64MB GeForce MX Graphics Card w/TV-Out; 40GB Ultra ATA/100 Hard Drive 7200RPM; MS Windows XP Professional, Service Pack 1; Dell Application Back-up CD; Dell Support 2.0 for Dimension 8300; Intel Pro 100M integrated PCI NIC Card; 56K PCI Teleplay modem for Windows; 48X Max Variable CD-ROM Drive; Factory Installed Audio; SoundBlaster Livol w/5.1 Support; HD-395 speakers; MS Office XP; MusicMatch 7.1x Basics; Dell Picture Studio Image Expert Standard; Dell Picture Studio Pint ShopPro Try</td>
<td>19</td>
<td>$1,712.00</td>
<td>$32,528.00</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Quantity</td>
<td>Price</td>
<td>Total</td>
</tr>
<tr>
<td>-------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>019</td>
<td>Hewlett Packard Color LaserJet 4600n network printer: up to 17 ppm color and 17 ppm black and white output;trul 600x600dpi w/HP Imageret 2400 for crisp text, bold graphics, vivid images;fast 400MHz processor and 96MB memory provides improved printing performance for the most complex color files,PCL6, PLCSc and Postscript 3 emulation;intuitive LCD control panel displays text and graphics.</td>
<td>1</td>
<td>2,225.00</td>
<td>2,225.00</td>
</tr>
<tr>
<td>020</td>
<td>Novell ExteNd 4.1 &amp; Prior Enterprise Server for NT Bundle 1-CPU e-License and Novell exteNd 4.1 Enterprise Server for NT Bundle 1-CPU maintenance.</td>
<td>1</td>
<td>95,000.00</td>
<td>95,000.00</td>
</tr>
<tr>
<td>021</td>
<td>Oracle 9i Database Edition, License, Product Support, CD Pack for Linux Intel, Software Updates.</td>
<td>1</td>
<td>97,600.00</td>
<td>97,600.00</td>
</tr>
<tr>
<td>022</td>
<td>Comtex Communications Police/Fire Communications Systems, commandstar lite desktop console 4 channels, dual channel control module with display, DC control for up to 4 channels, Gooseneck microphone for desktop console, punch down block, 100' of cable, 15ft Telco cable, headset jackbox, noise cancelling monaural with mic, headset module base amplifier, labor to install console, n male connectors, UHF connectors, UHF to mini UHF adapters, Motorola 4 channel mobile radio, power supply, mounting brackets for antennas, controllers for radios to console.</td>
<td>1</td>
<td>24,000.00</td>
<td>24,000.00</td>
</tr>
<tr>
<td>023</td>
<td>County Standard Notebook: Intel Pentium III; 256MB RAM; 3Com 10/100 PCI Ethernet Network Interface Card PCMCIA integrated; 20GB Minimum; ATAPI, EIDE 32x speed or faster; 14&quot; minimum active matrix SVGA color display w/8MB or greater VRAM an 64-vlt graphics accelerator; lithium ion battery; built-in touch pad; APM compatible power management of individual devices; dual compartment padded nylon carrying case designed for notebooks; MS Windows 98.2 Edition; MS Windows 2000; McAfee VirusScan; MS Office Standard 97; MS Office Standard 2000; Corel WordPerfect 8.0, 3 year on-site 24 hour response.</td>
<td>8</td>
<td>2,800.00</td>
<td>22,400.00</td>
</tr>
<tr>
<td>024</td>
<td>County Enhanced Desktop: Intel Pentium III, 2 PCI slots; 512MB RAM;3Com 10/100 PCI ethernet network interface card w/RJ45 Connector;40GB Minimum; ATAPI, EIDE 40x speed or faster; 17&quot; non-interfaced SVGA, flat screen,26 dot pitch, 1024x768 @75Hz;5-Outlet SurgeMaster Power Center;3yr on-site, 24 hour response; MS Windows 98, 2nd Edition;MS Windows 2000; McAfee VirusScan; MS Office Standard 97; MS Office Standard 2000; Corel WordPerfect-includes hardware, installation, 3 year on-site 24 hour response.</td>
<td>19</td>
<td>2,271.00</td>
<td>43,149.00</td>
</tr>
<tr>
<td>025</td>
<td>Nikon SMZ-800 Zoom Stereo microscope w/camera port: P-BT Binocular eyepiece tube; C-10x Widefield wywpieces, F.N. 25mm, 30mm diameter accepts 22mm reticle; P-1xPlan Achromat objective; P-IBSS Beamsplitter, 2 positions; C-Boner ARM-B; Bood Stand; Light Source, ACE,EJA; universal Ringlight, 1 year warranty on all electrical.</td>
<td>1</td>
<td>4,276.00</td>
<td>4,276.00</td>
</tr>
<tr>
<td>026</td>
<td>Dell Database Server: PowerEdge 6650 1.9GH/1MB Cache Xeon, Rodundant Power;Dual Processors 1.9GHz/1MB Cache, Intel Xeon, 8GB DDR RAM;73GB 15K RPM Ultra 320 SCSI Hard Drive, PowerEdge/PERC3.DC, 128MB,2Internal Channels, w/documentation, Dell OpenManage Kit; Oracle 9i RAC, w/Linux 2.1 ADV SVR;Dell Remote Access Card 3 w/56K Actiontec Modem;Digital Video Disk Drive, 4.7GB, IDE internal;73GB 15K RPM Ultra 320 SCSI Hard Drive;AR1R5 Add-In RAID 1/RAID; Rapid Rails, PE6650;Same day 4 hour 7x24 parts and labor on-site response, initial yr.on-site installation.</td>
<td>1</td>
<td>19,052.00</td>
<td>19,052.00</td>
</tr>
<tr>
<td>027</td>
<td>HIN Modular Furniture Set, Flagship Series Pedestal &quot;R&quot; pull mobile.</td>
<td>2</td>
<td>3,320.00</td>
<td>6,640.00</td>
</tr>
<tr>
<td></td>
<td>Motorola XTS 3000 800MHz Portable Radio, digital or analog, conventional or trunking, encryption, APCO project 25 capable, 12.5, 25/30 kHz channel spacing, VHF, UHF, three position toggle switch, high quality error corrected digital voice, high speed and embedded digital signaling (ASTRO), adaptive power control, extended battery life.</td>
<td>6</td>
<td>3,500.00</td>
<td>$ 21,000.00</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTALS $ 500,816.00</td>
</tr>
</tbody>
</table>

Items may be brand name, if specified, or equivalent.
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS

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

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

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

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

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

__________________________  __________________________
Signature                        Date

Print Name of Authorized Individual

7560009056  2004-13
Application or Contract Number

DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Organization Name and Address

2377 STEMMONS FWY STE 600

DALLAS, TX 75207-2710
Memorandum

To: Commissioners Court

Fm: Virginia Porter  
County Auditor

Re: Commissions on Writs of Execution/Orders of Sale

Date: August 20, 2003

Background
LGC 118.131 authorizes Commissioners Court to set reasonable fees for certain services performed by the Sheriff and Constable offices. The fees may not be set at greater than cost and may not be changed more than once annually.

The County Auditor reviews civil costs incurred by the Sheriff and Constables for service of papers annually. The basis for analysis is the standard hours for service time allocated (as approved on court order 85-783) and applied to each type of paper served. Other costs and activity for types of service are reviewed with the departments involved.

Service Fees
Analysis of costs associated with civil service fees by the Sheriff and Constables for Fiscal Year 2003 indicate the county is recovering allowable costs. Unrecoverable civil costs continue to be the 34% Attorney General IV-D payments as well as pauper affidavits, juvenile citations and some tax cases. The current fees are reasonable and approximate fees charged by other large urban counties. No change recommended.

Commissions on Sale

Information on twenty recent writs of execution/orders of sale provided by representatives of the Sheriff and Constable offices is summarized as follows:
- two deputies are needed for complex sales
- many executions result in no sale and no commission yet involve significant effort
- multiple trips are made to the sale location
- from October 1, 2002 through July 31, 2003, approximately $52,500 has been collected by all Constable precincts for commissions on writs of execution/orders of sale.
- from October 1, 2002 through June 30, 2003, approximately $29,000 has been collected by the Sheriff Civil section for commissions on writs of executions/orders of sale.

Comparison of other counties
- Denton - no limits, 10% to $200, 7% to $1,000, 4% to $5,000; 2% over (1/2 rates if no sale)
- Harris - no limits, 10% to $100, 7% to $200, 4% to $1,000, 2% to $5,000; 1% over (1/2 rates if no sale)
- Tarrant - no commission, $30 per hour per deputy plus reasonable costs if costs exceed fee earned

509 Main Street, Suite 407  Dallas, Texas 75202  214-653-6472
FAX 214-653-6440
Travis - no limits, 10% to $10,000, 5% to $25,000, 2.5% over out of County – above percentage plus $35 per hour per deputy after 2 hours and .345/mile

Commission Rates

Current Dallas County commission rates:
- for the first ten thousand dollars or portion thereof, 10% and
- for collections over the first ten thousand dollars, 1%
- with total commissions per sale limited to $2,500 plus costs and
deputy hours worked in excess of forty (40) hours at a rate of $35 per hour per deputy
- collections without a sale, one half (1/2) of the above rates limited to $1,250 plus costs.

Proposed Dallas County commission rates:
- for the first ten thousand dollars or portion thereof, 10% and
- for collections over the first ten thousand dollars, 1%
- with total commissions per sale limited to $2,800 plus costs and
deputy hours worked in excess of forty (40) hours at a rate of $35 per hour per deputy
- collections without a sale, one half (1/2) of the above rates limited to $1,400 plus costs.

Probable revenue increase for Fiscal Year 2004 if commission rate adopted is $5,000.

Recommendation
Based on the review and evaluation of the cases submitted by the Sheriff and Constable offices, we recommend Commissioners Court authorize the commission fee limit be increased as proposed to adequately recover the expenses of providing the service and the higher salaries since the last change was implemented. We further recommend all other fees remain the same as authorized on Commissioners Court Order No. 2002-1735, dated September 24, 2002.
### Constable Civil Projections For Fiscal Year 2004

Expenditures Based on Standard Hours to Serve per Court Order No. 85-783

<table>
<thead>
<tr>
<th>Description</th>
<th>Actual FY 2000</th>
<th>Actual FY 2001</th>
<th>Actual 2002</th>
<th>FY 03 Annualized</th>
<th>FY '04 Projected</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Constables</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Costs</td>
<td>11,236,070.61</td>
<td>11,486,186.42</td>
<td>$ 11,543,893.10</td>
<td>11,347,217.10 (1)</td>
<td>11,540,671.00 (2)</td>
</tr>
<tr>
<td>Indirect Costs (3)</td>
<td>2,440,632.84 (31%)</td>
<td>2,369,237.48 (28.73%)</td>
<td>2,317,305.78 (28.34%)</td>
<td>3,137,747.50 38.89%</td>
<td>2,555,811.24 30.71%</td>
</tr>
<tr>
<td>Subtotal</td>
<td>13,676,703.45</td>
<td>13,855,423.90</td>
<td>13,861,198.86</td>
<td>14,434,954.60</td>
<td>14,198,482.24</td>
</tr>
<tr>
<td>Sheriff - Civil (4)</td>
<td>529,327.22</td>
<td>536,037.15</td>
<td>580,370.24</td>
<td>593,739.51</td>
<td>0.00 (a)</td>
</tr>
<tr>
<td>Indirect Costs (3)</td>
<td>125,750.36</td>
<td>119,389.77</td>
<td>120,806.08</td>
<td>123,021.97</td>
<td>38.89%</td>
</tr>
<tr>
<td>Subtotal</td>
<td>556,077.54</td>
<td>655,426.92</td>
<td>701,177.22</td>
<td>717,261.48</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Costs</td>
<td>14,332,791.08</td>
<td>14,541,450.82</td>
<td>14,682,378.08</td>
<td>15,202,208.08</td>
<td>14,198,482.24</td>
</tr>
<tr>
<td>Total Constable &amp; Sheriff Civil Costs</td>
<td>6,654,475.41</td>
<td>6,889,559.31</td>
<td>6,601,403.46</td>
<td>6,471,827.70</td>
<td>5,679,592.90</td>
</tr>
</tbody>
</table>

### Constables: Civil Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>FY 03 Annualized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civil Costs</td>
<td>5,900,387.77 (43.86%)</td>
</tr>
<tr>
<td>Criminal Costs</td>
<td>7,678,315.58 (5)</td>
</tr>
<tr>
<td>Total Constable Revenue:</td>
<td>13,676,703.45</td>
</tr>
</tbody>
</table>

### Constables Revenue Received:

<table>
<thead>
<tr>
<th>Description</th>
<th>FY 03 Annualized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civil</td>
<td>5,038,596.50</td>
</tr>
<tr>
<td>Criminal</td>
<td>1,732,241.83</td>
</tr>
<tr>
<td>Total Constable Revenue</td>
<td>6,777,838.33</td>
</tr>
</tbody>
</table>

### Unrecovered expend - Civil County Cash Match (AG)

<table>
<thead>
<tr>
<th>Description</th>
<th>FY 03 Annualized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unrecovered expend - Civil County Cash Match (AG)</td>
<td>579,553.96</td>
</tr>
<tr>
<td>382,237.21 (10)</td>
<td>405,545.84 (10)</td>
</tr>
<tr>
<td>Total Constable Revenue:</td>
<td>959,791.17</td>
</tr>
</tbody>
</table>

### Civil Papers Served:

<table>
<thead>
<tr>
<th>Description</th>
<th>FY 03 Annualized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Constables</td>
<td>129,921</td>
</tr>
<tr>
<td>Sheriff</td>
<td>5,312</td>
</tr>
<tr>
<td>Total Constable</td>
<td>135,233</td>
</tr>
</tbody>
</table>

---

(1) Based on FY03 expenditures annualized (using 6/30/03 monthly amounts)
(2) FY 04 baseline budget per budget office
(3) Based on indirect cost analysis competed by Office of Budget & Management
(4) Sheriff's civil department old #248 new #3132
(5) Adjusted for 11 officers dedicated to traffic programs
(6) Adjusted for 14 officers dedicated to traffic programs
(7) Adjusted for 22 officers dedicated to traffic programs
(8) Adjusted for 24 officers dedicated to traffic programs
(9) Based on FY03 Revenue annualized (using 6/30/03 monthly amounts)
(10) Based on known amounts for 34% of AG payments. The county is allowed to bill 66% of the $45 fee for citation service. This amount is adjusted for the additional unrecovered expenditures. Currently, the citation fee is $55, but SB 1165 removes the $45 cap effective 9/1/03
(a) Sheriff - Civil total cost is not included for FY 2004 (projection per Sheriff office, ten percent budget reduction proposal)
(b) Civil paper served and revenue collected by the Sheriff's Office are included in the constable figure for fy 2004 projection

Factors affecting the percentage of collection include:
- juvenile citations
- citations-paupers affidavits
- tax suits and other cases filed by governmental entities without fees being paid
- notices, orders-paupers affidavits
- pauper's oath
- bond forfeiture cost recoveries
- protective orders
- Criminal subpoenas & Duces Tecum
- warrants - peace bond
- writs of execution and orders of sale returned unexecuted without collection of commission
- summonses in school cases included in civil figure, but not collected
August 21, 2003

TO:    Commissioners Court

THROUGH:   J. Allen Clemson, Administrator

FROM:    Rick Loessberg, Director of Planning & Development

SUBJECT:   FY2004 Library Services Contracts

BACKGROUND

Each year, the County provides funding for library materials and librarian salary supplements at the branch libraries in Sachse, Seagoville, Wilmer, Hutchins, and Cockrell Hill. As the current contracts for this assistance expire September 30, staff has prepared the contracts needed for FY2004.

IMPACT ON OPERATIONS

To be eligible for this assistance, cities, among other things, must possess:

1. A population no greater than 16,000 with a majority of this population being located within the County; and

2. Either a property tax rate that is greater than the median rate for all of the municipalities in the County or a per capita assessed valuation that is lower than that of the County.

Staff has reviewed the applicable characteristics for the five previously-mentioned cities and has determined that all of them remain eligible for County library funding.

In exchange for this assistance, which ranges from about $8000 to $11,000 a year and which represents about 10%-30% of a city’s annual library budget, the five cities agree to operate a library that is open to the public for at least twenty hours a week. The branch librarians are considered to be city employees and so do not receive County retirement or health insurance benefits.

The funds for the salary supplement are issued in a lump sum to each city when a contract has been executed; the five cities then use these funds over the course of the contract year to help pay the salaries of their librarians. The funding for the library materials is also issued in a lump sum when a city has demonstrated that it has spent its local book/library material budget.
Until the last two years, all of the cities have fully utilized the funding that has been made available to them. However, despite several letters to Wilmer, that city did not ever execute/return its FY2002 contract and has not yet executed/returned the FY2003 contract. As a result, the city has not received any library funding from the County since FY2001. Since the city has not executed any of the last two contracts, staff would propose that the city be informed that if the FY2004 contract is not executed, then the County will assume that the city is no longer interested in participating in this program.

**IMPACT ON FINANCE**

A total of $48,940 has been budgeted for the FY2004 library services contracts in Department 6010. Of this amount, $30,940, which is identical to what has been budgeted for the last several years, has been allocated so that each city will receive $6187 in salary supplement assistance.

The remaining $18,000 of the $48,940 has been allocated for library materials. The $18,000 that has been budgeted for this purpose is $2000 less than what has been budgeted in previous years as part of the County’s FY2004 budget reduction strategy (the cities were notified in May that FY2004 funding could be reduced by ten percent or more). The amount of assistance that each city will receive for library materials is determined using a formula that takes into account a city’s tax rate, per capita income, assessed valuation, and local spending effort. Depending upon the characteristics of the city, it will either receive $2250 or $4500 in FY2004 library materials funding, and as shown below, the cities will receive the following amounts in FY2004 which are identical to what each city received in FY2003 except for the aforementioned ten percent reduction in funding.

<table>
<thead>
<tr>
<th>City</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wilmer</td>
<td>$4500</td>
</tr>
<tr>
<td>Cockrell Hill</td>
<td>$4500</td>
</tr>
<tr>
<td>Sachse</td>
<td>$2250</td>
</tr>
<tr>
<td>Hutchins</td>
<td>$4500</td>
</tr>
<tr>
<td>Seagoville</td>
<td>$2250</td>
</tr>
</tbody>
</table>

**RECOMMENDATION**

It is recommended that the FY2004 library services contracts for the County’s five branch libraries be approved and that the City of Wilmer be informed that unless the FY2004 contract is executed, then the County will assume that the city is no longer interested in participating in this program.

Recommended by:

J. Allen Clemson, Administrator

cc: Ryan Brown, Budget Officer
Virginia Porter, Auditor
      Branch Libraries
September 2, 2003

To: Commissioners Court

From: Bernard E. Blanton

Subject: Henry Wade Juvenile Justice Center Expansion – Change Order No. 1

BACKGROUND:
Court Order No. 2002-2347, 12-31-02 Authorized a construction contract with Cadence McShane Corporation.

Construction commenced May 12, 2003 and at this present date is approximately 20% complete. The Building Permit officially issued by the City of Dallas May 8, 2003. The contract date for construction work commencement is January 15, 2003. The actual construction work was substantially delayed due to the City of Dallas failure in completing the plan review process as outlined in the building permit application within the four to six weeks as publicly advised and scheduled accordingly by Dallas County Staff. This delay shall be addressed at a future date in a separate request for time extension to the construction contract. Only construction cost related items are addressed in this Change Order No. 1 request.

IMPACT/OPERATION: The following items added to the construction contract due to the conditions established in the bid documents, Building Code related issues requiring revisions by the City of Dallas or conditions unknown at the time of the initial project investigation during the planning for the expansion by the design team:

CHANGE ORDER NO. 1

<table>
<thead>
<tr>
<th></th>
<th>Days</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Add 0</td>
<td>$24,572</td>
</tr>
<tr>
<td>1.2</td>
<td>Add 0</td>
<td>17,877</td>
</tr>
<tr>
<td>1.3</td>
<td>Add 0</td>
<td>1,427</td>
</tr>
<tr>
<td>1.4</td>
<td>Add 0</td>
<td>4,946</td>
</tr>
<tr>
<td>1.5</td>
<td>Add 0</td>
<td>1,327</td>
</tr>
<tr>
<td>1.6</td>
<td>Add 0</td>
<td>15,044</td>
</tr>
</tbody>
</table>

George L. Allen Sr. Courts Building
600 Commerce St., 9th Floor, Suite 900
Dallas, Texas 75202-6633
Tel: 214-653-6730
Fax: 214-653-6729
e-mail: bblanton@dallascounty.org
Commissioners Court
September 2, 2003
Henry Wade Juvenile Justice Center Expansion – Change Order No. 1
Page 2

CHANGE ORDER NO. 1 (continued)

<table>
<thead>
<tr>
<th>DAYS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Add 0</td>
<td>$234,516</td>
</tr>
<tr>
<td>Total 0</td>
<td>$299,709</td>
</tr>
</tbody>
</table>

Request that the total amount of $299,709 be added to the construction contract. The completion date remains unchanged. Except as noted above, all terms of the original agreement will remain in full force and effect.

LEGAL: N/A

MAVBE INFORMATION: N/A

FINANCIAL IMPACT:

Funds will be available for this Change Order No. 1 from FY2004 MCIP appropriations for the project (Fund 196.0.08130.2004.0.70043).

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract</td>
<td>$16,334,700</td>
</tr>
<tr>
<td>Previous Change Orders</td>
<td>0</td>
</tr>
<tr>
<td>Total Contract to Date</td>
<td>$16,334,700</td>
</tr>
<tr>
<td>Change Order No. 1</td>
<td>299,709</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>$16,634,409</td>
</tr>
</tbody>
</table>

As a result of this Change Order No. 1, $299,709 added to the construction contract. The completion date remains unchanged, October 26, 2004.

RECOMMENDATION: Engineering & Project Management recommends that the Dallas County Commissioners Court authorize Change Order No. 1 in the amount of $299,709 added to the construction contract with Cadence McShane Corporation to complete the Henry Wade Juvenile Justice Center Expansion and the County Judge to sign on behalf of Dallas County.

Approved by:

Dan Savage
Assistant Administrator for Operations
August 15, 2003

Bernie Blanton
Dallas County Engineering
600 Commerce Street 9th Floor
Dallas, Texas 75202

RE: HENRY WADE EXPANSION
HKS Project No. 5787
HKS PC 07
City of Dallas Changes

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane dated July 23, 2003 related to the changes made during plan review by the City of Dallas. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request for in the amount of $24,572.00.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments
    Pei Basgen w/ attachments
    Jim Nunn w/attachments
    File w/attachments
<table>
<thead>
<tr>
<th>NO</th>
<th>DESCRIPTION</th>
<th>PHASE</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>TOTAL</th>
<th>UNIT</th>
<th>TOTAL</th>
<th>EQUIP</th>
<th>COST</th>
<th>COST</th>
<th>SUB</th>
<th>TOTAL</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 WKS PL-07</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$294</td>
<td>$294</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Add doors, door wall, change size of exit</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$6,050</td>
<td>$6,050</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Add doors, door wall</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,050</td>
<td>$2,050</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Add doors, door wall, change size of window</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$5,257</td>
<td>$5,257</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Add doors, door wall, change size of window</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,500</td>
<td>$2,500</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Change in doors</td>
<td>4</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$2,741</td>
<td>$2,741</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTALS**

<p>| | | | | | | | | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>22,112</td>
</tr>
</tbody>
</table>

**** EXCLUSIONS AND QUALIFICATIONS ****

1. All work will be performed by CMC subcontractors.

<table>
<thead>
<tr>
<th>SUBTOTAL</th>
<th>$22,112</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURANCE/RISK</td>
<td>1.02%</td>
</tr>
<tr>
<td>P &amp; P RISK</td>
<td>0.00%</td>
</tr>
<tr>
<td>EXT. ONSURANCE</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

**TOTAL FEE**

$22,440

**TOTAL PRICE WITH FEE**

$22,672
August 15, 2003

Bernie Blanton  
Dallas County Engineering  
600 Commerce Street 9th Floor  
Dallas, Texas 75202

RE: HENRY WADE EXPANSION  
HKS Project No. 5787  
HKS PC 08  
Mixing Valve

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane dated June 30, 2003 related to the mixing valve for the new housing building. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request for in the amount of $17,877.00.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull  
Construction Administrator

Attacments

cc: Paul Liptak w/ attachments  
    Pei Basgen w/ attachments  
    Jim Nunn w/attachments  
    File w/attachments
**PROPOSED CHANGE ORDER**

**OWNERSHIP:** Dallas County Engineering & Project Management

**NAME:** Henry Wade Annexal Justice Center

**DESCRIPTION:** Mixing Valve Changes

**PROJECT MANAGER:** Bobby Parks

**REQUEST NO.: 18**

**BALANCE OF JOB DURATION (MONTHS): 22**

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>PHASE</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT</th>
<th>TOTAL</th>
<th>LABOR COST</th>
<th>MATERIAL COST</th>
<th>EQUIP</th>
<th>SUB</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>HKS PC-06</td>
<td>1-0</td>
<td>15</td>
<td>400</td>
<td>-</td>
<td>-</td>
<td>$15,038.00</td>
<td>$15,038.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Mixing Valve Changes</td>
<td>1-0</td>
<td>1</td>
<td>400</td>
<td>-</td>
<td>-</td>
<td>$2,50</td>
<td>$2,50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>1-0</td>
<td>16</td>
<td>400</td>
<td>-</td>
<td>-</td>
<td>$17,538.00</td>
<td>$17,538.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

***EXCLUSIONS AND QUALIFICATIONS***

1. All work will be performed by CMC Subcontractors.

**SUBTOTAL**

<table>
<thead>
<tr>
<th>SUBTOTAL</th>
<th>$17,538</th>
</tr>
</thead>
</table>

**INSURANCE/BOND**

- 1.02% $180
- 0.5% $10
- 0.00%
- 0.00%
- 0.00%

**FEE ON SUBCONTRACT**

- 10.00% $1,509
- 10.00%
- 10.00%

**TOTAL FEE**

- $1,789
- 1,789

**TOTAL PRICE WITH FEE**

- $19,327
- 19,327

**RECEIVED TIME:** AUG. 6, 4:00PM

**PRINT TIME:** AUG. 6, 4:01PM
August 15, 2003

Bernie Blanton
Dallas County Engineering
600 Commerce Street 9th Floor
Dallas, Texas 75202

RE: HENRY WADE EXPANSION
HKS Project No. 5787
HKS PC 09
Additional Piers

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane dated August 14, 2003 related to the additional piers at the exterior stairs. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request for in the amount of $1,427.00. This work is associated with HKS Proposed Change 09.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments
    Pei Basgen w/ attachments
    Jim Nunn w/attachments
    File w/attachments
# Proposed Change Order

**Owner:** Dallas County Engineering & Projects Management  
600 Commerce St. Ste 900  
Dallas, Texas 75202

**Job No.:** 3029  
**Name:** Henry Wade Juvenile Justice Center  
**Descript:** Piers at Exercise Stairs on South Side of Building  
**Prop’d Request No.:** 25

**Balance of Job Duration (MONTHS):** 22

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Phase Code</th>
<th>QTY</th>
<th>Unit</th>
<th>Labor Cost</th>
<th>Total Cost</th>
<th>Material Cost</th>
<th>Equip Cost</th>
<th>Sub Cost</th>
<th>Total Cost</th>
</tr>
</thead>
</table>
| 1   | Feet two piers on South side Stairs per 2 per ab 30' 6" & $100  
4 Two piers each 20' deep  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34 Blue Printing | 01-2700-2 | 40 | LF | $32.10 | | | | | | $4,284.00 |

**Totals:**

**Subtotal:** $4,284

**Subtotal:** $4,284

**Insurance/Bond:** 1.02% $15

**P & P Bond:** 0.00% $0

**Fee on Subcontractor:** 10.00% $128

**Total Fee:** $143

**Total Price with Fee:** $4,427

**** Exclusions and Qualifications****

1. All work will be performed by CMC subcontractors.
August 15, 2003

Bernie Blanton  
Dallas County Engineering  
600 Commerce Street 9th Floor  
Dallas, Texas 75202

RE: HENRY WADE EXPANSION  
HKS Project No. 5787  
CMC PC 29  
Additional Chiller

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane dated August 4, 2003 related to the proposed additional chiller. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request for in the amount of $234,516.00.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull  
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments  
Pei Basgen w/ attachments  
Jim Nunn w/attachments  
File w/attachments
<table>
<thead>
<tr>
<th>NO</th>
<th>DESCRIPTION</th>
<th>PHASE</th>
<th>CODE</th>
<th>QTY</th>
<th>UNIT</th>
<th>LABOR COST</th>
<th>MATERIAL COST</th>
<th>EQUIP</th>
<th>SUB</th>
<th>TOTAL</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Inlet/Outlet Box</td>
<td>15</td>
<td>5000-6</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Water Cool Tower</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Pumps .</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Dryer .</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Controls .</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Warranty, Overhead, Total .</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>30 kVA Electrical .</td>
<td>16</td>
<td>0400-6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td></td>
<td>21</td>
<td>7000-2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTALS: 20,887 4,014 117,327 24,198 277,350

**** EXCLUSIONS AND QUALIFICATIONS****

1. All work will be performed by CMC subcontractors.

SUBTOTAL: $277,350

INSURANCE/BOND: 0.02% $2,469
P & P DON: 0.00% 0
FFE ON SUBCONTR: 10.00% $27,730

TOTAL FEE: $30,283

TOTAL PRICE WITH FEE: $307,633

RECEIVED TIME: AUG. 6, 3:14PM
PRINT TIME: AUG. 6, 3:15PM
August 15, 2003

Bernie Blanton
Dallas County Engineering
600 Commerce Street 9th Floor
Dallas, Texas 75202

RE: HENRY WADE EXPANSION
HKS Project No. 5787
CMC Proposal 019
Holding Cells Door Hardware

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane dated July 11, 2003 related to the holding cell doors and its associated hardware. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request for in the amount of $4,946.00. This work associated with this change was requested by the on site staff.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments
    Pei Basgen w/ attachments
    Jim Nunn w/attachments
    File w/attachments
## PROPOSED CHANGE ORDER

**OWNER:** Dallas County Engineering & Project Management  
**LOCATION:** Henry Wade Justice Center  
**DESCRIPTION:** Change to Holding Cell Locks and Door Frames  
**CONTACT:** Brenda Simmons  
**JOB NO:** 1029  
**PROJECT MANAGER:** Rocky Parks  
**PROC'D REQUEST NO:** 19  
**BALANCE OF JOB DURATION (MONTHS):** 22

<table>
<thead>
<tr>
<th>NO</th>
<th>DESCRIPTION</th>
<th>PHASE CODE</th>
<th>PHASE</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT</th>
<th>TOTAL</th>
<th>MATERIAL CODE</th>
<th>MATERIAL</th>
<th>EQUIP</th>
<th>SUB</th>
<th>TOTAL TOTAL</th>
</tr>
</thead>
</table>

**TOTALS**  
0 0 0 0 4,661 4,661

### EXCLUSIONS AND QUALIFICATIONS

1. All work will be performed by CMC subcontractors.

**SUBTOTAL**  
$4,661

- **INSURANCE/BOND**  
  1.02%  
  $52
- **P & P BOND**  
  0.00%  
  $0
- **FEE ON SUBCONTR**  
  5.00%  
  $233

**TOTAL**  
$285  
$4,946
August 15, 2003

Bernie Blanton
Dallas County Engineering
600 Commerce Street 9th Floor
Dallas, Texas 75202

RE: HENRY WADE EXPANSION
HKS Project No. 5787
CMC Proposal 026
Overhead Door Stops

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane dated July 23, 2003 related to the commercial hardware for the project. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request for in the amount of $1,327.00.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments
    Pei Basgen w/ attachments
    Jim Nunn w/attachments
    File w/attachments
<table>
<thead>
<tr>
<th>NO</th>
<th>DESCRIPTION</th>
<th>PHASE CODE</th>
<th>QTY</th>
<th>UNIT</th>
<th>LABOR COST</th>
<th>MATERIAL COST</th>
<th>EQUIP</th>
<th>SUB</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CMC #2</td>
<td>08-2000-3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,125.00</td>
</tr>
<tr>
<td>2</td>
<td>Hardware Changes from submittal projects</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,125.00</td>
</tr>
</tbody>
</table>

**TOTALS**

|       |       |       |       |       |       |       |     |     | $1,250 |

**** EXCLUSIONS AND QUALIFICATIONS****

1. All work will be performed by CMC subcontractors.

**SUBTOTAL**

- INSURANCE/BOND: 1.02% $14
- P & P BOND: 0.00% $0
- FEE ON SUBCONTR.: 5.00% $63

**TOTAL FEE:** $77

**TOTAL PRICE WITH FEE:** $1,327
JOHNNY T. LUTTRULL  
VICE PRESIDENT

August 15, 2003

Bernie Blanton  
Dallas County Engineering  
600 Commerce Street 9th Floor  
Dallas, Texas 75202

RE: HENRY WADE EXPANSION  
HKS Project No. 5787  
CMC Proposal 027  
Pier Reconciliation

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane related to the pier reconciliation date August 4, 2003. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request for in the amount of $15,044.00.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull  
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments  
Pei Basgen w/ attachments  
Jim Nunn w/ attachments  
File w/attachments
<table>
<thead>
<tr>
<th>NO</th>
<th>DESCRIPTION</th>
<th>PHASE CODE</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT</th>
<th>TOTAL</th>
<th>UNIT</th>
<th>TOTAL</th>
<th>EQUIP</th>
<th>CUST</th>
<th>SUB</th>
<th>TOTAL</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sheet #7</td>
<td>03-1300-2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Pier Reconciliation pre-contract documents</td>
<td>03-3500-2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$14,176.00</td>
<td></td>
<td></td>
<td>$14,176.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTALS**

<table>
<thead>
<tr>
<th>QTY</th>
<th>UNIT</th>
<th>TOTAL</th>
<th>UNIT</th>
<th>TOTAL</th>
<th>EQUIP</th>
<th>CUST</th>
<th>SUB</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$14,176</td>
</tr>
</tbody>
</table>

**** EXCLUSIONS AND QUALIFICATIONS****

1. All work will be performed by CMC subcontractors.

**SUBTOTAL**

<table>
<thead>
<tr>
<th>INSURANCE/BOND</th>
<th>$159</th>
</tr>
</thead>
<tbody>
<tr>
<td>P &amp; P BOND</td>
<td>$0</td>
</tr>
<tr>
<td>FEE ON SUBCONTR</td>
<td>$709</td>
</tr>
</tbody>
</table>

**TOTAL FEE**

| $868 |

**TOTAL PRICE WITH FEE**

| $13,044 |
September 2, 2003

To: Commissioners Court

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

Through: Dan Savage, Assistant Administrator for Operations

Subject: Temporary Parking lot expansion – Mesquite Sub-Courthouse

BACKGROUND: Dallas County has a car parking space shortage in the existing parking area at the Mesquite Sub-Courthouse. The City of Mesquite is willing to lease land to Dallas County for the construction of a temporary parking lot adjacent to the existing parking area. We requested Basye & Associates for a fee proposal for the professional services based on the Indefinite Quantity Service Contract that was approved by Court Order No. 2003-1151 dated July 1, 2003. The work will include temporary asphalt parking design, survey, temporary drainage to prevent ponding, etc. The City of Mesquite will review the design package prior to construction. Basye & Associates have provided an acceptable proposal dated Aug. 26, 2003. (See attached.)

IMPACT/OPERATIONS: The design work will be implemented when in-house Road & Bridge crews perform construction at site.

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

M/WBE INFORMATION: Basye & Associates is a minority firm.

FINANCIAL IMPACT: The proposed fee for the consulting services is a total of $9,450.00 to be paid from reprogrammed funds the FY 2003 Permanent Improvements (126.2003).

RECOMMENDATION: It is recommended that the Commissioners Court approve Indefinite Quantity Work Order No. 1 to be issued to Basye & Associates for the fees in the amount not to exceed $9,450.00 and the County Judge be authorized to execute the appropriate contract documents.

Approved:

Dan Savage, Assistant Administrator for Operations

cc: Jim Barrett, Facilities Management
August 26, 2003

Mr. Abbas A. Kaka, P.E.
Assistant Director
Engineering & Project Management
Dallas County
600 Commerce Street, 9th Floor
Dallas, Texas 75202

RE:  Fee Proposal/Scope of Work - Mesquite Sub-Courthouse Parking Lot Expansion

Dallas County IDIQ (2003-2004) - Work Order #1

Dear Mr. Kaka:

Per your request, Basye & Associates, Inc. and its approved sub-Consultants (The BAI Team) are pleased to offer a proposal for the provision of Engineering Design Services for the above referenced project. Work Order No. 1 shall comprise the design of a new parking lot expansion for the Mesquite Sub Courthouse and County Tax Office located at the intersection of N. Galloway Avenue and W. Grubb Drive in Mesquite, Texas.

PROJECT UNDERSTANDING

Dallas County Engineering & Project Management (Owner) desires to construct a new asphalt parking lot adjacent to existing facilities in Mesquite. The parking lot will be comprised of approximately 35 new spaces plus additional spaces to replace any spaces lost with the construction of this project. It is intended for the parking lot to be temporary and the Owner will remove the parking lot after 5 years or as requested by the City of Mesquite. In addition, minor striping changes will be required at the existing lot to accommodate additional handicapped parking spaces. "Dallas County forces" will accomplish construction.

DESIGN PHASE

The BAI Team will complete the Scope of Work as outlined in Attachment “A”, Spreadsheet. Plans shall be prepared in accordance with the City of Mesquite requirements. Offsite drainage improvements, platting, lease documents and exhibits, landscape architecture, irrigation and lighting designs are not considered at this time unless required by City of Mesquite. A separate fee proposal will be submitted for these items if requested.

SCHEDULE

The Owner and The BAI Team shall mutually develop and agree on a project schedule that meets the needs of the County. The schedule will be periodically revised and modified in
writing to accommodate project requirements. Both Dallas County and the BAI team will agree to schedule modifications.

COMPENSATION

Basye and Associates, Inc.’s lump sum fee for the attached scope of work is $1,560. Jacobs Engineering’s lump sum fee for the attached scope of work is $5,390.

Cost & hour breakdowns of the proposed fees are described in Attachment “A”.

ADDITIONAL SERVICES

If the BAI team sees the scope of this project extending beyond the scope of services outlined above and listed in Attachment “A”, the following will occur:

1. The BAI Team will notify the Owner, in writing, that the services being requested exceed the services outlined above,

2. The BAI Team will perform the requested services, upon written approval from the Owner, based on the hourly rates listed in Attachment 1 of the Prime Agreement.

CLOSURE

Notwithstanding items herein, this Work Order shall be subject to the Terms and Conditions specified and referenced in the agreement between Dallas County and Basye & Associates, Inc. dated July 29, 2003. We look forward to working with you on this Work Order, and ask that you sign and return one copy of this document to acknowledge your agreement. Please feel free to contact me at 214-761-8435 should you have any questions or request any additional information.

Sincerely,

The BAI Team

[Signature]

Arthur F. Elgin, P.E.
Project Director

Accepted: Dallas County

Name:____________________

Title:____________________

The BAI Team

Scope/fee Proposal for Work Order No. 1

- 2 -
## ATTACHMENT A

MESQUITE SUB-COURTHOUSE
PARKING LOT EXPANSION
Scope and Fee Estimate

<table>
<thead>
<tr>
<th>Project Personnel</th>
<th>Proj Dir</th>
<th>Proj Man</th>
<th>JR. CE</th>
<th>CADD</th>
<th>SR. EE</th>
<th>CLERICAL</th>
<th>HRS/TASK</th>
<th>$/Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billable Rate</td>
<td>$130</td>
<td>$165</td>
<td>$105</td>
<td>$75</td>
<td>$110</td>
<td>$65</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### DESIGN PHASE

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>Hours</th>
<th>Billable Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Project Coord./Fee Prop. Prep.</td>
<td>6</td>
<td>$130</td>
<td>$1,010</td>
</tr>
<tr>
<td>Project Meetings with County (up to 2 mtgs)</td>
<td>4</td>
<td>$165</td>
<td>$665</td>
</tr>
<tr>
<td>Coordinate Field Survey</td>
<td>0</td>
<td>$105</td>
<td>$0</td>
</tr>
<tr>
<td>Prepare Base Drawing</td>
<td>2</td>
<td>$75</td>
<td>$150</td>
</tr>
<tr>
<td>Analyze Existing Parking</td>
<td>0</td>
<td>$110</td>
<td>$0</td>
</tr>
<tr>
<td>Analyze Existing Accessible Routes</td>
<td>0</td>
<td>$65</td>
<td>$0</td>
</tr>
<tr>
<td>Prepare Plans &amp; Submit</td>
<td>0</td>
<td>$65</td>
<td>$0</td>
</tr>
<tr>
<td>Site Plan and Notes</td>
<td>0</td>
<td>$130</td>
<td>$0</td>
</tr>
<tr>
<td>Plan Details</td>
<td>0</td>
<td>$165</td>
<td>$0</td>
</tr>
<tr>
<td>Paving/Striping Plan (New Lot)</td>
<td>0</td>
<td>$105</td>
<td>$0</td>
</tr>
<tr>
<td>Stripping Plan (Existing Lot)</td>
<td>0</td>
<td>$75</td>
<td>$0</td>
</tr>
<tr>
<td>QA/QC Review</td>
<td>0</td>
<td>$110</td>
<td>$0</td>
</tr>
<tr>
<td>Submit to City of Mesquite</td>
<td>0</td>
<td>$65</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td><strong>12</strong></td>
<td><strong>$1,560</strong></td>
<td><strong>$18,720</strong></td>
</tr>
</tbody>
</table>

**Fee per Team member**

- **$1,560**
- **$1,650**
- **$1,680**
- **$1,650**
- **$0**
- **$250**

### ANTICIPATED EXPENSES

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Survey (Outsourced Service)*</td>
<td>$2,500</td>
</tr>
<tr>
<td>Reproduction</td>
<td>$100</td>
</tr>
<tr>
<td>Courier</td>
<td>$50</td>
</tr>
</tbody>
</table>

**TOTAL FEE**

- **$9,450**

* - The "Design Survey" is required to initiate the design process and has to be performed by an outside consultant.

The BAI Team

Scope/Fee Proposal for Work Order No. 1
Date: August 27, 2003

TO: Commissioners Court

Through: Dan Savage, Assistant Administrator for Operations
Chris Thompson, Director Communications & Central Services

From: Margaret L. Anderson, CRM, Records Management Officer

Subject: Extending Light Duty past 90 days allowable under County Policy sec. 82-564

BACKGROUND OF ISSUE

Jerry Miller, Jr. has been on light duty with temporary medical restrictions for the past 85 days. According to policy, Commissioners Court can extend this period. Mr. Miller originally had surgery scheduled June 24, 2003 and again July 2, 2003. Both surgeries were postponed due to medical conditions. His medical doctor has tentatively scheduled surgery for September 24, 2003, as his condition has improved to the point that the surgery is feasible.

IMPACT ON OPERATIONS

Mr. Miller has been performing light duties including checking all outgoing mail for pre-sort handling, sorting county forms and processing outgoing mail from a seated position. The mail & supply office can continue to support this light duty for the additional two and one-half weeks until Mr. Miller's surgery.

FINANCIAL IMPACT

If Commissioners Court extends the light duty until Sept. 23, 2003, Mr. Miller's will be paid his regular salary for the hours he works from September 8-Sept. 23, 2003.

If the light duty is not extended, Mr. Miller will be off work effective Sept. 5, 2003 and his remaining FMLA will begin.

RECOMMENDATION

The department requests that Mr. Miller be granted additional light duty time until September 23, 2003 to allow him to continue to work until his surgery.
MEMORANDUM

TO: Commissioners Court

THROUGH: Kenneth A. Mayfield, Commissioner District No. 4

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

SUBJECT: Abandonment of 24’ x 60’ Drainage Easement on Belt Line Road (now Robinson Road) Project 490-434 (IH 20 to Camp Wisdom), Parcel 36A

BACKGROUND

The County of Dallas acquired an interest in a tract of land for use as a drainage easement for the purpose of constructing and maintaining a storm drainage system in connection with Belt Line Road (now Robinson Road) Project No. 490-434, which was part of the 1985 Thoroughfare Bond Program. Said easement, consisting of 0.033 acre tract of land (1,440 square feet) was conveyed by Virginia Holbeck Kennedy and Virginia Claudine Holbeck Miles to the County of Dallas by Easement dated August 5, 1987, recorded in Volume 87168, Page 3794, Deed Records of Dallas County, Texas (the “Easement”). MR Development Corporation, the current property owner/developer is requesting Dallas County abandon, relinquish and vacate the Easement to facilitate the subdivision of the Property, as described in Proposed Final Plat of The Enclave at Westchester, an Addition to the City of Grand Prairie. The County’s abandonment/vacation will not be effective until the Final Plat is filed in the Real Property Records of Dallas County, Texas. The plat includes, at different locations, the dedication of new drainage structures that will adequately meet the specifications of the existing Easement.

IMPACT ON OPERATIONS AND MAINTENANCE

The City of Grand Prairie engineering staff has reviewed the developer’s final plat and has provided written assurance to Dallas County that the developer has made acceptable provisions to handle the runoff/drainage which now flows in the subject Easement by re-routing said runoff/drainage onto the new street and its storm sewer system. The City has no objections to Dallas County abandoning the Easement by Quitclaim Deed after the plat is filed in the Real Property Records of Dallas County, Texas.

LEGAL INFORMATION

Section 272.001 (b) (2) of the Local Government Code permits the County to sell or exchange its interest in streets or alleys, owned in fee or used by easement, to the abutting property owner in proportion to their abutting ownership, at a price not less than the appraised value.

PERFORMANCE MEASURES IMPACT

Sale of this Property will assist the Property Division in meeting its fourth quarter performance measures for FY 2003.
FINANCIAL IMPACT/CONSIDERATIONS

An appraisal has been prepared by a staff appraiser of the Public Works Department establishing the fair market value of the 0.033 acre (1,440 square foot) tract of land at $594.00. Administrative costs to prepare the appraisal report are $1,104.00. The property owner has submitted certified funds for all costs associated with the sale, including the appraisal costs, as shown below. No direct costs will accrue to Dallas County.

Appraised Fair Market Value

0.033 Ac. (1,440 SF) @ $20,000x90%/AC of land (permanent easement) $ 594.00
Administrative Costs (Actual) $1,104.00

TOTAL COMPENSATION DUE $1,698.00

The $1,698.00 will be deposited in Fund 120, Revenue Code 44557, Sale of Real Estate (0120.0000.44557.2003).

RECOMMENDATION

The Director of Public Works recommends that the Commissioners Court: (1) approve the Quitclaim Deed conveying the County’s interest in the 0.033 Ac. (1,440 square foot) Easement it acquired in connection with the Belt Line Road Project 490-434 to MR Development Corporation (at the appraised fair market value of $594.00, plus administrative costs of $1,104.00), and (2) authorize the County Judge to execute the Quitclaim and any other related documents required to consummate the sale; this action to occur only after the Final Plat of The Enclave at Westchester, an addition to the City of Grand Prairie has been filed in the Real Property Records, of Dallas County, Texas, dedicating the new easement structure to the City of Grand Prairie.

If the Commissioners Court agrees, and after the Final Plat has been filed, a court order and Quitclaim Deed will be prepared and placed on the agenda.

APPROVED BY:

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

Attachments
QUITCLAIM DEED

STATE OF TEXAS §

COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

THAT the County of Dallas, Texas, a political subdivision of the State of Texas, hereinafter "Grantor" and by virtue of a duly executed Commissioners Court Order No. 2003__________ dated __________2003, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents, bargain, sell, release and forever quitclaim unto MR Development Corporation, its successors and assigns, hereinafter referred to as "Grantee", all right, title and interest, if any, in and to that certain tract or parcel of land situated in Dallas County, Texas, as described in Exhibit "A", attached hereto and incorporated herein.

TO HAVE AND TO HOLD the said premises together with, all and singular, the rights, privileges and appurtenances thereto in any manner belonging unto the said Grantor, and said Grantor shall not at any time hereafter have, claim, or demand any right or title to the property or any part of it.

EXECUTED this the _____ day of ________, 2003.

APPROVED AS TRUE DDP:

By: __________________________
    Janet Seguson, Chief
    Civil District Attorney's Office

COUNTY OF DALLAS, TEXAS

By: __________________________
    Margaret Keiner, County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority,

on this day personally appeared Margaret Keliher, County Judge for the County of Dallas, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the County of Dallas, Texas, a political subdivision of the State of Texas, and that he executed the same as the act of the County of Dallas for the purposes and consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _______ day of ____________, 2003.

Notary Public in and for the State of Texas
My Commission Expires

GRANTEES ADDRESS: MR Development Corporation
100 N. Mitchell Road
Mansfield, TX 76063
TO: The Honorable Commissioners Court
FROM: Linda Boles, Purchasing Supervisor
SUBJECT: RFO – Computerized County & District Court Management System, Solicitation #2002-129-1169

Background/Issue
At the direction of the Commissioners Court, the Purchasing Department sent letters to the five original firms that responded to the aforementioned RFO giving them an opportunity to update their initial proposal to reflect any current changes in technology and methodology. On July 7, 2003, responses were received from the following firms:

1. Court Specialists, Inc.
2. The Software Group, Inc.
3. Tiburon

To date, reference checks have been performed and all three firms have demonstrated their proposed court management systems. The information obtained from the firm's submitted responses, demonstrations and references have provided valuable information. However, before submitting a "short list" of firms susceptible for award consideration to the Commissioners Court, the proposal review committee requests that the Commissioners grant authorization to send a group of individuals to perform one on-site visit per firm at each firm’s designated and operational site. Pending confirmation from the respective entities, two of the potential site visits will be in Florida and the third in Texas. The team will consist of approximately 10 individuals (1 person per voting member) based on technical and functional aspects. Upon conclusion of the on-site visits, the team will present an overview to the proposal review committee who will proceed with scoring the firms in accordance with the rating criteria established in the RFO and submitting a short list of susceptible firms to the Commissioners Court based on majority vote.

Financial Impact
Funding for the trip will be from the Major Technology Fund - Civil Courts Project.

Recommendation
The proposal review committee for RFO #2002-129-1169 (Computerized County & District Court Management System) requests that the Commissioners grant authorization to send a group of individuals to perform one on-site visit/responding firm as determined most comparable to Dallas County’s outlined specification requirements.

Should the Court concur with the recommendation a Court Order authorizing the site visits will be scheduled for the next available Court Session.

Recommended for Approval by:

Phillip V. Vasquez, Purchasing Director

c: Court Management Review Committee
September 2, 2003

TO: The Honorable Commissioners Court

FROM: Mary Stephens, Buyer

SUBJECT: Contract Extension – Annual Contract for Armored Car Pick-up Services, Bid No. 2001-204-983

BACKGROUND/ISSUE
Dallas County Commissioners Court, at their regularly scheduled session held on August 27, 2002, authorized the extension of Bid No. 2001-204-983, Annual Contract for Armored Car Pick-up Services, as awarded to Loomis Fargo & Company for the period of October 1, 2002 through September 30, 2003. The contract provides daily armored car pick-up services to various county locations for the Treasurer, Tax, Child Support, JP’s and Constable Departments.

In accordance with the contract terms and upon mutual agreement, the contract may be extended for a final twelve-month (12) period based on existing terms; conditions and pricing set forth in the bid. As a result of Loomis Fargo & Company compliance with contract specifications, the Contract Managers have requested that the county exercise the final twelve-month extension option contained within Bid No. 2001-204-983. In addition, the Purchasing Department is requesting that Bid No. 2001-204-983 be modified to include the Truancy Courts. Loomis Fargo & Company has agreed to extend their contract in accordance with existing terms, conditions and pricing set forth in the original bid award and add the Truancy Courts at a rate of $649.50/mo. per location. The additional rate is consistent with Dallas County current pricing structure stated in Bid No. 2001-204-983.

INSURANCE AND M/WBE (EEO1) COMPLIANCE
County records reflect that current insurance certificates are on file meeting the contract requirements as currently set forth for Bid No. 2001-204-983 and as awarded to Loomis Fargo & Company. In addition, Loomis Fargo & Company have provided Dallas County with an updated EEO1 form for the Commissioners review.

FINANCIAL IMPACT
For the period of October 1, 2002 through August 25, 2003, Dallas County’s total expenditures for the above reference contract were approximately $303,549.50.

RECOMMENDATION
It is the recommendation of the Purchasing Department, in conjunction with the contract managers that the Dallas County Commissioners Court authorize the final twelve-month extension of Bid No. 2001-204-983, Annual Contract for Armored Car Pick-up Services based on existing terms, conditions and pricing structure set forth in the original bid award. The Purchasing Department is also requesting that the Commissioners Court authorize the modification of Bid No. 2001-204-983 to include service to the Truancy Courts at a monthly rate of $649.50 per location.

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

Approved by:

Phillip J. Vasquez, Purchasing Director

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

Office (214) 653-7431
Date: 08/19/03

Dallas County – Purchasing Dept.
ATTN: Mary Stephens
509 Main Street – Suite 623
6th Floor Records Building
Dallas, TX 75202-4616

Subject: Annual Contract for Armored Car Pick-up Service, Bid No. 2001-204-983

Dear Mrs. Stephens,

Loomis, Fargo & Company wishes to extend the contract for Bid No. 2001-204-983 which would expire on September 30, 2004. The original contract terms and conditions set forth will remain in effect for the twelve-month extension.

Please find enclosed our completed EEOI form and updated insurance information.

We do appreciate your business and hope to continue our long relationship! If you have any questions, please call me.

Sincerely,

Chris Herrage
Customer Advocate – 214-742-2554
Loomis, Fargo & Co. – Dallas Branch
### Male

<table>
<thead>
<tr>
<th>Category</th>
<th>White</th>
<th>Black</th>
<th>Hispanic</th>
<th>Native American</th>
<th>Asian Pacific</th>
<th>Asian Indian</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officials/Managers</td>
<td>8</td>
<td>3</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Workers</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office/Clerical</td>
<td>8</td>
<td>5</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Craft Workers (Skilled)</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operatives (Sem Skilled)</td>
<td>32</td>
<td>27</td>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>54</td>
<td>35</td>
<td>17</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Female

<table>
<thead>
<tr>
<th>Category</th>
<th>White</th>
<th>Black</th>
<th>Hispanic</th>
<th>Native American</th>
<th>Asian Pacific</th>
<th>Asian Indian</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officials/Managers</td>
<td>3</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office/Clerical</td>
<td>3</td>
<td>3</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craft Workers (Skilled)</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operatives (Sem Skilled)</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>7</td>
<td>5</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total

<table>
<thead>
<tr>
<th>Category</th>
<th>White</th>
<th>Black</th>
<th>Hispanic</th>
<th>Native American</th>
<th>Asian Pacific</th>
<th>Asian Indian</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>61</td>
<td>40</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Check One

- Minority-Owned Firm Certification #
- Woman-Owned Firm Certification #
- Non-Minority Owned Firm

**Issued by NTROCA**

- Signature/Date: [Signature]
- Typed Name and Title: [Name]

---

**DALLAS COUNTY**

**Vendor Statistical Report**

- Permanent Full-Time Employment
- Not part-time/seasonal

**COMPANY NAME:** Loonis, Farms & Co.

**Address:** 1655 Vilbig Road, Dallas, TX 75208

**Telephone:** 214-742-2554

---

**EOLT:** (Ethnic Origin Related to Time)

**End of Day Log:** 08/16/03

---

**P.O. 03**

**fax:** 2146572958

---

**DALLAS CO PURCHASING**

---
DALLAS COUNTY
PURCHASING DEPARTMENT

From: Deborah Robison
To: Mary Stephens
Date: Wed, Aug 20, 2003 4:06 PM
Subject: Truancy Courts

Mary, we need to add three locations to the courier contract for Truancy Courts effective October 1, 2003. (The first pick up will actually be October 6) These will be 5 days per week and the locations are as follows:

Truancy Court South-7201 S. Polk -8:00-11:30 am
Truancy Court North-10058 Marsh Ln 8:00-11:30 am
Truancy Court Crowley-133 N Industrial, 4th Fl-8:00-8:30 am.

I believe that you have to do a court order. Please provide our office with a copy of this when it is approved. I will contact the courier company to add the service.

Thank you and if you have any questions, please call.

Thank you,
Deborah Robison
Chief Deputy
County Treasurer
(214) 653-7321

CC: Gilda Gordon, Ladonna Tatum, Lhembry@dallascourt...
August 25, 2003

TO: The Honorable Commissioners Court

FROM: Willa Roberts, Purchasing Supervisor

SUBJECT: Bid No. 2003-136-1389, "Install A New 4" Sewer Line, Insurance Requirements

BACKGROUND/ISSUE

Dallas County Commissioners Court, at there regularly scheduled session held on, July 29, 2003, authorized Bid Number 2003-136-1389 "Install A New 4" Sewer Line", to be opened on August 11, 2003.

Six (6) bids were received (see the attached Bid tabulation sheet for details).

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>R B Customized Plumbing Co.</td>
<td>$6,975.66</td>
</tr>
<tr>
<td>Lambert Plumbing Co. Inc.</td>
<td>$8,700.00</td>
</tr>
<tr>
<td>United Mechanical</td>
<td>$9,820.00</td>
</tr>
<tr>
<td>Lucky Construction</td>
<td>$24,750.00</td>
</tr>
<tr>
<td>Planetary Utilities, Inc.</td>
<td>$24,995.00</td>
</tr>
<tr>
<td>R-Con Inc.</td>
<td>$34,400.00</td>
</tr>
</tbody>
</table>

R B Customized Plumbing Co., is the lowest bidder. The bid required the successful contractor to maintain Worker’s Compensation Coverage meeting the requirements established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code. R B Customize Plumbing Co. Inc. is the sole owner and will be doing all the work without any employees and is therefore not required by law to obtain such insurance.

FINANCIAL IMPACT:
R B Customized Plumbing Co. is the lowest bidder with a proposed amount of $6,975.66.

RECOMMENDATION:
In the best interest of Dallas County the Purchasing Department in conjunction with the Facilities Management, recommend this award be made to , R B Customized Plumbing Co. for the amount of $6,975.66 and waiving the Workers Compensation based upon the above mentioned reason. (See Contractor’s Affidavit attached)

Should the Commissioners Court concur with the recommendation, Bid No.2003-136-1389 “Install A New 4" Sewer Line”, will be scheduled for award on the next court agenda.

Approved by:

[Signature]

Phillip Vasquez, Purchasing Director

cy: Jessie Darrett - Facilities Management
AFFIDAVIT OF

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority personally appeared Rodney Brown individually appearing herein individually and as owner of R&B Customizing Play Co., Inc. who after being by me first duly sworn, deposed and stated as follows:

"My name is Rodney Brown appearing herein individually and as owner of R&B Customizing Play Co., Inc. I am over 21 years of age, of sound mind, authorized and fully competent to make this affidavit. I have never been convicted of a felony or misdemeanor involving moral turpitude. I have personal knowledge of the facts and representations stated for the reasons stated herein, and such facts and representations are true and correct."

My name is Rodney Brown. I am the sole owner of the Plumbing Co. located at 801 N. Ave. #1 Plano, TX. Dallas County issued Request for Proposal No. 2001-136-1389 "Install a New 4" Sewer Line" (hereinafter "RFP"). I responded to the RFP on or before August 11, 2001 and by Dallas County Commissioners Court Order No. _____ was selected to accomplish the work as shown in both the RFP and my Bid Proposal dated August 11, 2001. RFP provision 4.4.1 required the successful contractor to maintain Workers' Compensation Coverage meeting the requirements established by the Texas Workers' Compensation Act, Title 5, Subtitle A, Texas Labor Code. That during the term of the RFP I have not had and do not foresee having any employees as defined under the Texas Worker's Compensation Act and therefore I am not required by law to obtain such insurance."

"Further affiant sayeth not."

Rodney Brown

SWORN TO AND SUBSCRIBED TO BEFORE ME, ON this the 22 day of Aug. 2003.

[Signature]

Notary Public
State of Texas
BID EVALUATION SHEET

BID NUMBER:

OPEN: AUGUST 11, 2003
BID NUMBER: 2003-136-1389

INSTALL A NEW 4" SEWER LINE

PROJECT COORDINATOR:
DALE LILLEY

WILLIAM ROBERTS - PURCHASING SUPERVISOR

<table>
<thead>
<tr>
<th>VENDOR #1</th>
<th>VENDOR #2</th>
<th>VENDOR #3</th>
<th>VENDOR #4</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNITED MECHANICAL</td>
<td>R B CUSTOMIZE PLUMBING CO</td>
<td>R L LAMBERT PLUMBING CO INC</td>
<td>LUCKY CONSTRUCTION</td>
</tr>
<tr>
<td>P.O. BOX 551206</td>
<td>801 R AVE #1</td>
<td>538 APPOLLO ROAD</td>
<td>P.O. BOX 767</td>
</tr>
<tr>
<td>DALLAS, TX 75255</td>
<td>972-336-4102</td>
<td>GARLAND, TX 75049</td>
<td>DALLAS, TX 75243</td>
</tr>
<tr>
<td>DAVID L. OSBORNE, PRES.</td>
<td>RODNEY BROWN</td>
<td>LOUIS LAMBERT</td>
<td>STEVE LUCKY, PRES</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dallas County Tax Payer</th>
<th>Dallas County Tax Payer</th>
<th>Dallas County Tax Payer</th>
<th>Dallas County Tax Payer</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Other County Tax Payer</td>
<td>Other County Tax Payer</td>
<td>Other County Tax Payer</td>
<td>Other County Tax Payer</td>
</tr>
<tr>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>NONE M/WBE</td>
<td>NONE M/WBE</td>
<td>NONE M/WBE</td>
<td>NONE M/WBE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UM</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
</tr>
</thead>
</table>

CONTRACTOR SHALL PROVIDE ALL TOOLS, MATERIALS AND LABOR NECESSARY TO PERFORM A TURNKEY JOB OF INSTALLING A 4" SEWER LINE WHICH WILL REPLACE AN EXISTING SEWER LINE LOCATED IN ANOTHER AREA THAT WILL BE REMOVED. PER SPEC WORK SHALL BE PERFORM AT: 1506 EAST LANGDON RD. DALLAS, TEXAS

COST OF LABOR/PROFIT ETC. NECESSARY FOR PROJECT COMPLETION: $4,585.00
COST OF MATERIALS NECESSARY FOR PROJECT COMPLETION: $5,255.00
COST OF LABOR/PROFIT ETC. COST OF MATERIALS TOTAL: $9,820.00

ALTERNATE BID:
CONTRACTOR SHALL FURNISH ALL LABOR & MATERIALS NECESSARY TO SAW CUT THREE 3" WIDE TRENCH X THE LENGTH OF THE ASPHALT IN THE ASPHALT AREA, REMOVE OLD ASPHALT/CONCRETE AND DISPOSE OF PROPERLY.
COST OF LABOR/PROFIT ETC.
COST OF MATERIALS TOTAL: $3,500.00

START DATE AFTER RECEIPT OF PO WITHIN COMPLETION DATE WITHIN WARRANTY
THREE DAYS FIVE SEVEN DAYS ONE YEAR
TWO DAYS FIVE DAYS ONE YEAR
10 DAYS TWELVE DAYS ONE YEAR
BID EVALUATION SHEET

BID NUMBER:

OPEN: AUGUST 11, 2003
BID NUMBER: 2003-136-1389
INSTALL A NEW 4" SEWER LINE

PROJECT COORDINATOR:
DALE LILLEY

WILLA ROBERTS - PURCHASING SUPERVISOR

<table>
<thead>
<tr>
<th>VENDOR #5</th>
<th>VENDOR #6</th>
<th>VENDOR #7</th>
<th>VENDOR #8</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLANTETARY UTILITIES, INC</td>
<td>R-CON, INC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10650 CONTROL PLACE</td>
<td>3321 W. PIONEER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DALLAS, TX 75238</td>
<td>IRVING, TX 75061</td>
<td></td>
<td></td>
</tr>
<tr>
<td>214-340-2904</td>
<td>972-313-1811</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FAX: 214-349-1523</td>
<td>FAX: 972-313-1372</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANGELA SAUER</td>
<td>LESLIE R. ROBERTS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Dallas County Tax Payer

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>QTY</th>
<th>UM</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CONTRACTOR SHALL PROVIDE ALL TOOLS, MATERIALS AND LABOR NECESSARY TO PERFORM A TURNKEY JOB OF INSTALLING A 4" SEWER LINE, WHICH WILL REPLACE AN EXISTING SEWER LINE LOCATED IN ANOTHER AREA THAT WILL BE REMOVED. PER SPEC WORK SHALL BE PERFORMED AT 1506 EAST LANGDON RD, DALLAS, TEXAS

COST OF LABOR/PROFIT ETC. NECESSARY FOR PROJECT COMPLETION: $23,495.00 $20,640.00

COST OF MATERIALS NECESSARY FOR PROJECT COMPLETION: $1,500.00 $13,780.00

ALTERNATE BID:
CONTRACTOR SHALL FURNISH ALL LABOR & MATERIALS NECESSARY TO SAW CUT THREE 3" WIDE TRENCH A THE LENGTH OF THE ASPHALT IN THE ASPHALT AREA, REMOVE OLD ASPHALT/CONCRETE AND DISPOSE OF PROPERLY.

COST OF LABOR/PROFIT, ETC.
COST OF MATERIALS:
TOTAL:
START DATE AFTER RECEIPT OF PO WITHIN COMPLETION DATE WITHIN WARRANTY
FIVE DAYS FOURTEEN DAYS ONE YEAR
15 DAYS 30 DAYS ONE YEAR
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**Insured:**
- **Kent Insurance**
- **1200 S. Bexar S., Suite 680**
- **San Antonio, TX 78216**
- **Phone: 817-336-2721**
- **Fax: 817-870-2520**

**Certificate Holder:**
- **Hartford Lloyd's Insurance Co.**
- **1000 W. Broad, Suite 802**
- **Plano, TX 75074**

**Traveling Salesmen:**
- **B.S. Custom Plumbing Co., Inc.**
- **M. Rodney Brown**
- **P.O. Box 752318**
- **Plano, TX 75026**

**Coverages:**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Effective Date</th>
<th>Expiration Date</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>4658691391</td>
<td>11/05/02</td>
<td>11/05/03</td>
<td>$50,000</td>
</tr>
<tr>
<td>Applicable Limit Applies To</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auto Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of Operations: Location of Vehicles:**
- **DALLCM**
- **Camp of Dallas**
- **4th Floor, 6221**
- **509 Main St**
- **Dallas, TX 75202**

**Certificate Issued:**
- **ACORD 25-5 (7/97)**
- **06/10/03**

**Cancellation:**
- **DALLCM**
- **Shane Wm. F. Shank**
- **10 days written notice to the Certificate Holder prior to the effective date of the cancellation.**

**Additional Insured:**
- **Kent Insurance**

**ACORD CORPORATION 1985**
<table>
<thead>
<tr>
<th>Occupation</th>
<th>Male</th>
<th>Female</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office/Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td>1</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Sales Workers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>3</td>
<td></td>
<td>3</td>
</tr>
</tbody>
</table>

**Female**

<table>
<thead>
<tr>
<th>Occupation</th>
<th>White</th>
<th>Black</th>
<th>Hispanic</th>
<th>Native Amer</th>
<th>Asian Pacific</th>
<th>Asian Indian</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Official Managers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total**

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Male</th>
<th>Female</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Production</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>3</td>
</tr>
</tbody>
</table>

**Check One**

- Minority-Owned Firm Certification
- Women-Owned Firm Certification
- Non-Minority Owned Firm

**Signature/Date:**

- **Rodney Brown, President**
  
**Typed Name and Title:**

- Rodney Brown, President
Date: August 27, 2003
To: Members of Commissioners Court
From: Mattye Mauldin-Taylor, Ph.D.,
Director of Human Resources/Civil Service
Subject: Recommended Health Benefit Plan Cost Saving Changes

Background
The Board of Governance of the Public Employees Benefit Cooperative (PEBC) and the Dallas County Benefits Committee recommends cost-saving changes to the design of the self-insured Health Benefit Plans contained in Attachment A. These changes were reviewed during the FY2004 Workforce Investment budget discussions. Recommendations made during the budget discussions focused on developing strategies to clearly communicate these changes to County employees. Employee newsletter, flyers and employee information presentations are currently being planned to implement the recommendations.

Operational Impact
No impact on operations is anticipated.

Financial Impact
The changes are expected to save the County an estimated $1.5 million in the 2004 Plan Year.

Recommendation
The Human Resources/Civil Service Department recommends the Commissioners Court approve the recommended plan design changes contained in Attachment A.

Recommended by: [Signature]
Mattye Mauldin-Taylor, Ph.D.

Attachment

509 Main Street, Room 101
Records Building
Dallas, Texas
Equal Opportunity Employer
214.653.7638
e-mailings 2003/PEBC 2004 Cost Saving Plan Changes 090203.doc
MEDICAL PLAN CHANGES 2004
Approved by PEBC Board
July 23, 2003

Plan design changes involve changes in behavior as well as projected cost savings. In some cases, the cost savings estimate is small (and therefore employee and employer impact may be minimal), but the potential behavior change is important to the overall plan design. Estimated savings are based on 2002 utilization trended forward and assume no changes in utilization or census.

MEDICAL PLANS (Note: HMO plans are filed with the State)

Coinsurance in general:
HMO - Remains as the 100% plan.
EPO - Change from 100% to 90% plan.
PPO - Change as follows:
   i. In-Network (in area) change from 90% to 80%
   ii. In-Network (out-of-area) change from 80% to 70%
   iii. Out-Of-Network - change from 70% to 60%

1. Office Visit Copays Coinurance does not apply.
   a. HMO - Change from $15 to $20
   b. EPO and PPO - Change from $20 to $25/PCP and $30 Specialist (Note: PCP's are Family Practice, General Practice, Internal Medicine, Pediatrics and OB/GYN-within scope of service)
      [Estimated savings range - $230,000]

2. Inpatient/Outpatient Surgery and Maternity (EPO/PPO)
   a. Maternity -
      i. EPO - Change from $150 total copay (hospital, pre-natal and post-natal) to: One copay (initial physician visit only) + 10% of hospital charges (90% Plan/10% Member)
      ii. PPO - Change from $150 physician copay to applicable coinsurance (80/20;70/30; 60/40) and hospital charges remain at applicable coinsurance.
         [Estimated savings facility only $100,000] (physician charge savings included in #)
   b. All inpatient services - applicable coinsurance applies (no copays)
      Applies to inpatient stays, skilled nursing facilities, inpatient hospice.
   c. All outpatient services - applicable coinsurance applies (no copays)

618 Six Flags Drive, Suite 200  Arlington, Texas 76011  817-695-9141  FAX 817-695-9104
Applies to outpatient procedures performed at hospitals and/or freestanding ambulatory surgical centers, home health care, durable medical equipment (DME).

[Estimated savings $220,000]

b. Physician charges (inpatient and outpatient combined)

[Estimated savings $300,000]

3. Annual Out-of-Pocket (**Family at 2x individual)
   a. HMO – Change from $1000 to $1500 Individual; $2000 to $3000 Family
   b. Self-funded:
      EPO – Change from $1000 to $1750 Individual; $3000 to **$3500 Family;
      PPO – Change from $2000 to $2750 Individual; $4000 to $5500 Family

[Estimated savings $55,000]

4. Emergency room change from “copay waived if accident or admitted” to “copay waived if admitted.”

[Estimated savings $1,500]

5. Mental Health. Additional coinsurance savings mental health

[Estimated savings $20,000]

6. Pharmacy Plan – Self-funded
   a. All retail level copays (1 month supply) stay as 2003 ($15 generic, $25 brand, $50 non-preferred brand.)
   b. Mail order copay (3 month supply) increase to 2x retail
      i. Generic from $20 to $30
      ii. Brand from $30 to $50
      iii. Non-preferred brand from $60 to $100

[Estimated savings $460,000]
OTHER COST SAVING MEASURES
Approved PEBC Board
July 23, 2003

A. EAP COVERAGE – used 2003 census and 2004 rates for savings estimates.

1. Move FROM 5 visit model. Move TO 3 visit model
   [Estimated savings $16,000]

2. Opt-Outs and HMO members use “Assess and Refer” Model (visits coordinated with their own medical plan)
   [Estimated savings $6,000]

B. RETIREES

1. Premium purposes only: four retiree tiers only (just like actives) without premium discounts based on Spouse or under age 65 Medicare eligibility. Two tiers for sponsored dependents, Spouse and Child(ren). (Existing tier modifiers will be used and no IT changes are expected from each entity.)

2. Revise “late payment” to 30 days (administer just like COBRA) vs. 60 days. Note that among all member groups, less than 3/month over past 3 months have been > 30 days late. Automatic bank debit process is also in place. Intended to reduce “leakage” of claims, premiums, simplify administration.

C. LONG TERM DISABILITY

- Change from 66% benefit to 60% benefit; employees can buy-up to 66% (EE contribution). Employer savings estimated at 16%.
   [Estimated savings $101,500]

D. INELIGIBLE DEPENDENT PROGRAM

Annual enrollment in November is the month employees must remove ineligible dependents from the plan. Beginning 2004 – PEBC will randomly confirm dependent eligibility for each group to identify any “ineligible” dependents enrolled on the plans.
September 2, 2003

To: Commissioners Court

From: Dan Savage, Assistant Administrator

Subject: Proposal for Design Services for Four Options to George Allen Civil Courts Building Plans

BACKGROUND

Earlier this year Judge Keliiher asked that consideration be given to four options to the plans for the renovation of the George Allen Civil Courts project. These options included: (1) creation of an enlarged waiting area on the third floor for the use of the Family Law and IV-D Courts; (2) relocation of the cafeteria dining area to the first floor; (3) addition of two courtrooms on the seventh floor that are based on the standard courtroom design of the expanded portion of the building; and (4) creation of “Local Rule” courtrooms in the basement area formerly occupied by the Justice of the Peace Courts.

When these options were first identified, HLM Design, Inc. developed some conceptual drawings to show how each option could be incorporated into the basic building design. None of these options are included in the architect’s scope of work for this project. I have asked HLM Design, Inc. to prepare a proposal for this work. A copy of this proposal is attached.

IMPACT ON OPERATIONS

Each option brings with it slightly different requirements. If we are going to enlarge the waiting area, we should authorize the design work and negotiate a construction change order with Haws and Tingle as soon as possible. This work should be done, when the other renovations to the third floor will be done which is right after completion of the building expansion. The dining area option also needs to be pursued right away. HLM Design, Inc. has proposed two options. One involves finishing out the dining area, while the other involves creating a shell space that would be finished out by the vendor selected to run the operation. Haws and Tingle construction contract calls for some work to be done on the first floor. It would be helpful to do all of the desired work at one time. Construction of the two courtrooms on the seventh floor cannot begin until the expansion is complete and the seventh floor occupants are relocated. This could be done as a change order to the Haws and Tingle contract or at a later date. The advantage of doing it under the Haws and Tingle contract is that the same millwork contractor could do the work. The “local rule” courts are still being discussed. My understanding is that the Attorney General, the seven elected Family Law District Court Judges, and the...
Commissioners Court will have to sign a multi-party agreement before the "local rule" courts can be implemented. The conceptual design of the "local rule" courts is based on the IV-D court design built several years ago on the seventh floor. Up the three such courts could be built in the basement area where the Justice of the Peace courts used to be. The number of "local rule" courts has yet to be determined. A decision on the move to the "local rule" court needs to be made before we commit to additional design work. This project could be built by the facilities construction crew just as the IV-D courts were.

FINANCIAL IMPACT
None of this work is included in the George Allen project budget. The overall budget includes a contingency of over $400,000, so there may be some funds available from that source. Also, I am working with Haws and Tingle and HLM Design, Inc. to see if we can find any savings through value engineering. Finally, it may be possible to receive some construction funding for the "Local Rule" courts through the Attorney General office. I will continue to look for funding sources for this work.

The HLM Design, Inc. proposal is broken down by task. The total cost for the design work ranges from $403,650 to $498,710 depending upon the approved scope of work. Construction of all four options based on the architect's estimates will range from $2,430,000 to 2,580,000. Haws and Tingle may be able to beat this estimated cost.

LEGAL
This design work will have to be authorized by an amendment to the County's contract with HLM Design, Inc.

RECOMMENDATION
I recommend that each option be considered on its own merits. If the Court wants to implement the waiting room and/or cafeteria option, I recommend that staff be instructed to proceed with this work as soon as possible and that a change order be made to the Haws and Tingle construction contract soon as possible. The seventh floor courts cannot be constructed until the expansion is complete. They could be constructed at a later date, but if the Commissioners Court desires to move ahead with this option, then the design work should begin in the near future to take advantage of the pricing from the millwork subcontractor. The implementation of the "local rule" work needs to be agreed upon before design work begins on that option.

Recommend by:

Dan Savage, Assistant Administrator for Operations

Cc: Allen Clemson

Attachments
SECTION I: PROPOSED TEAM ORGANIZATION

HLM Design is the Architect of Record for the George Allen Sr. building addition and renovation. We propose providing design services to prepare construction documents for the four additional options requested by Judge Margaret Kelither in her review and evaluation of the project.

Under terms of our current agreement, HLM Design will provide additional design services. Key team members responsible for the planning and design of the George Allen Building include:

Robert Boyle  Principal-in-Charge
Linda Bernauer  Project Manager
Lance Braht  Project Designer

A/E Consulting Team

The HLM Design team proposed to provide the additional design services is:

HLM Design  Architecture, Electrical & Security
Charles Gojer & Associates  Structural engineering
Lopez Garcia Group  Mechanical, plumbing and fire protection
Cedrick Frank Associates  Acoustics and Sound Reinforcement
FCA  Food Service Consulting
SECTION II: OVERVIEW OF PROJECT ADDITIONAL SERVICES

Dallas County is constructing a new 180,000 square foot, 18-courtroom addition to the George Allen Sr. Building in downtown Dallas, Texas. The project also includes limited renovation on various floors beginning in the basement through floor level seven in the existing building. Construction is anticipated to begin in October of 2003. All new construction and renovation of the existing building is scheduled to be completed within 24-months. Beneficial occupancy the entire project is anticipated to be achieved no later than September 2005.

The proposed revisions to the project requested by Judge Keliber could be included during the construction of the current project. This work includes:

Task A. Conversion of space on the third floor to provide additional waiting public areas for the Family and IV-D Courts.

Task B. Relocation of the cafeteria dining area to the plaza level and Child Support Payments to the basement level.

Task C. Addition of two courtrooms to the existing seventh floor based on the “standard” courtroom design used in the new court tower.

Task D. Options for the addition of “Local Rule” courtrooms to the basement.

SECTION III: SCOPE OF SERVICES

HLM Design is prepared to provide, as Additional Services to our existing agreement, programming, space planning, design development and construction documents for the four areas of the existing building as described below.

Task A. Expansion of the Third Floor Public Waiting Area

HLM Design examined the feasibility of creating additional public waiting areas to serve Family and IV-D Courts currently designed on the Third Floor. The scope of this revision would include renovating an additional 2,300 square feet of the existing third floor to provide expanded public waiting areas. The clerk space would be relocated to the north exterior wall of the building, and additional waiting will be provided in alcoves along the main corridor and to the west of the proposed Attorney General’s office. Several individual waiting rooms will be provided, including one for families with children. The proposal and associated fees included herein assumes the conceptual development of “Option B” as presented to, and identified as the preferred approach by Judge Keliber.

Task B. Relocate Dining to the Plaza Level

This task assumes the relocation of the cafeteria from the current basement location to the plaza level and the addition of a new service stair and dumbwaiter connection to the food preparation area that will remain in the basement at the current location.

The Child Support Payments office would be relocated from its current position on the main floor level to the basement, adjacent to the proposed Local Rule Courts.

HLM Design proposes two implementation and fee options for consideration by Dallas County for this task:

Option 1 Complete design for the relocation of the cafeteria dining including finishes, utilities, food service, stair and dumbwaiter design, along with design of the relocated Child Support Payments Office.

HLM Design
August 22, 2003
Option 2  Shell design for the cafeteria relocation including structural openings for future stairs and dumbwater, utilities stubbed to the space, and temporary partitions. Full design for the relocation of the Child Support Payments Office is included in this option.

Task C. Seventh Floor Courtrooms
This option addresses the addition of two District Courtrooms to the Seventh Floor of the existing George Allen building. This will require elimination of two existing courtrooms and the relocation of the District Court Administration and Alternative Dispute Resolution offices.

Task D. Local Rule Courtrooms
The Local Rule Court is a new program under consideration by Dallas County and was not considered in the design of the original project.

The space in the basement vacated by the Justice of the Peace Courts plus existing public space to the east and south of the elevators is approximately 8,100 square feet. HLM Design has prepared a conceptual layout of three courtrooms (approximately 1,000 square feet within each courtroom) and court support area into this space.

Further development of a Conceptual Layout for the Local Rule Courts will necessitate generation of additional supporting data to determine the final space requirements. Actual space needs must be determined prior to designing these courtrooms including the litigation area, chambers, court support area, and public seating requirements.

HLM Design has prepared four implementation and Consulting Fee options for consideration by Dallas County. HLM Design proposes a base fee to complete space master planning, design of the three courtrooms and support space, and necessary documentation. Dallas County may choose one of three options for construction.

Base
Base design and documentation of Master Plan for ultimate build-out and the construction of three courtrooms;

Option 1
Construction by Haws & Tingle under the current contract:
Base design and documentation of Master Plan for ultimate build-out and the construction of three courtrooms with construction as a change order to the current construction contract.

Option 2
Construction under a separate construction contract:
Base design and documentation of Master Plan for ultimate build-out and the construction of three courtrooms as a stand alone project under a separate construction contract.

Option 3
Construction by Dallas County Staff:
Base design and reduced documentation of Master Plan for ultimate build-out and the construction of three courtrooms with construction by Dallas County.
SECTION IV: PROJECT TIME FRAME

The following outlines minimum time required to complete the Scope of Services described in this document. Consulting Fees have been based on our ability to adhere to the overall timeframes associated with this schedule. Agency reviews and the time required to construct the facilities are beyond the control of HLM Design.

HLM Design has based our fee structure on the assumption that design for the scope of services for Tasks A through D can be completed independent of each other. We have based our proposed fees according to the following:

Task A. Expansion of the Third Floor Public Waiting Area
- Refinement of Conceptual Plan 4 weeks
- Construction Documentation 4 weeks
- Change order preparation & pricing by Contractor TBD
- Construction TBD

Total documentation time required by HLM Design 2 months

Task B. Relocation of the Dining to the Plaza Level

Option B1 Complete Design
- Refinement of Conceptual Plan 8 weeks
- Construction Documentation 4 weeks
- Change order preparation & pricing by Contractor TBD
- Construction TBD

Total documentation time required by HLM Design 3 months

Option B2 Shell Design
- Refinement of Conceptual Plan 6 weeks
- Construction Documentation 3 weeks
- Change order preparation & pricing by Contractor TBD
- Construction TBD

Total documentation time required by HLM Design 2 months

Task C. Seventh Floor Courtrooms
- Refinement of Conceptual Plan 8 weeks
- Construction Documentation 4 weeks
- Change order preparation & pricing by Contractor TBD
- Construction TBD

Total documentation time required by HLM Design 3 months

Task D. Local Rule Courts
A separate schedule and list of tasks required for each Option is attached to this document.
SECTION V: ESTIMATE OF CONSULTING FEES

HLM Design has prepared an Estimate of fees for each individual project:

<table>
<thead>
<tr>
<th>Description of Tasks</th>
<th>Consulting Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task A: Expansion of the Third Floor Public Waiting Area</td>
<td>$35,400</td>
</tr>
<tr>
<td>Square footage of construction area is approximately 6,500 square feet. Construction cost is estimated to range from $400,000 to $450,000.</td>
<td></td>
</tr>
<tr>
<td>Task B: Relocation of the Dining to the Plaza Level</td>
<td></td>
</tr>
<tr>
<td>Option 1B Complete Design</td>
<td>$103,650</td>
</tr>
<tr>
<td>Option 2B Shell Design</td>
<td>$71,680</td>
</tr>
<tr>
<td>Square footage of construction area is approximately 7,600 square feet. Construction cost is estimated to range from $550,000 to $600,000.</td>
<td></td>
</tr>
<tr>
<td>Task C: Seventh Floor Courtrooms</td>
<td>$129,965</td>
</tr>
<tr>
<td>Square footage of construction area is approximately 8,200 square feet. Construction cost is estimated to range from $700,000 to $750,000.</td>
<td></td>
</tr>
</tbody>
</table>

Task D: Local Rule Courts

Fees proposed in this document include base planning and design services necessary to allow several different construction options.

Square footage of construction area for all options involves approximately 8,100 square feet in the final space configuration. Construction cost for adding three courtrooms, related support space and renovation of existing restrooms is estimated to range from $700,000 to $780,000. Fees have been identified for each of five options.

Consulting fees for each Option is identified as follows:

<table>
<thead>
<tr>
<th>Base Planning, Design and Documentation only</th>
<th>$166,605</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option D1 Construction under current contract</td>
<td>$188,215</td>
</tr>
<tr>
<td>Option D2 Construction under separate contract</td>
<td>$229,695</td>
</tr>
<tr>
<td>Option D3 Construction by County Staff</td>
<td>$177,860</td>
</tr>
</tbody>
</table>
September 2, 2003

To: Commissioners Court

From: Dan Savage, Assistant Administrator

Subject: Additional Services on George Allen Civil Courts Project

BACKGROUND
Dallas County entered into a contract with HLM Design, Inc. for the Civil Courts project on April 18, 2000. This contract was subsequently amended on August 28, 2001, to provide detailed design services for the expansion of the George Allen Civil Courts building. The firm has performed all of the work set forth in the contract for design services except for the construction administration work. It has also performed additional services over and above the original scope of work. The George Allen project was bid twice. The original bid process was modified and the modifications required an extraordinary amount of extra work to verify the qualifications of the eight vendors that bid on the original project. The architectural staff was involved in most of the qualification verification and reference checking. Eventually all of these bids were rejected.

In conjunction with this work, the firm was asked to develop conceptual drawings of the four alternates that Judge Kelher has asked the Commissioners Court to consider. The firm prepared conceptual drawings for the options, and provided rough cost estimates for cash options. In at least one instance multiple versions of an option were developed.

Finally, because the original bids were rejected, the project was re-advertised and the firm had to prepare modifications to the bid package, answer questions from vendors relating to the plans and specifications and then participate in the bid evaluation process.

Each of these items involves work not included in the contract scope of work. The fees for the work are based on actual time spent on these items. A report from HLM Design, Inc. outlining this request is attached.
IMPACT ON OPERATIONS
Each of these tasks involved work associated with the George Allen Civil Courts project. The work on the bid process is work that was essential to the overall preparation of the bid documents and the subsequent evaluation of the bids. The conceptual design work was done at my request in response to Judge Keliher's proposal to consider the four alternatives to the approved plans for the George Allen project.

FINANCIAL IMPACT
The cost of these items totals $83,710. It is for work actually performed. It will have to be charged against the budget for the George Allen Civil Courts expansion.

LEGAL
This is extra work beyond the scope of the contract. A contract amendment will need to be approved for this work.

RECOMMENDATION
I recommended approval of the request from HLM Design, Inc., for payment for extra work performed during the initial bid process, the re-bid of the George Allen project, and the preparation of the conceptual drawings for the options to the basic plans for the George Allen Civil Courts project. If the Commissioners Court concur, I will prepare a Court Order for approval at the next Commissioners Court meeting.

Recommended by:

Dan Savage, Assistant Administrator for Operations

cc: Allen Clemson
SECTION I: OVERVIEW OF PROJECT ADDITIONAL SERVICES

HLM Design has provided Additional Services to Dallas County that exceed the original project scope. Work performed and resulting additional expense to HLM Design not anticipated or covered by the current contractual agreement. Fees associated with this request represent actual time spent by HLM Design staff members in providing these services to Dallas County.

SECTION II: SCOPE OF ADDITIONAL SERVICES

The following Additional Services provided have been provided to Dallas County by HLM Design:

Item 1: Change Involving the Project Bidding Process

The original contract for this project was negotiated in April 18, 2000 and amended August 28, 2001. The amended agreement established the architectural and engineering scope of services for the project which was based on a traditional bidding and building delivery process. Prior to the actual time of bidding Dallas County had elected to modify the bidding process and include specific contractor experience and overall qualifications as an essential element in the bid evaluation process. At the direction of Dallas County, HLM Design staff with assistance from Dallas County:

- prepared a list of contractor qualification requirements
- prepared questionnaires for use by the prospective bidders
- compiled contractor and proposed contractor team members supporting information
- interviewed contractor references
- sought additional references when necessary
- analysis of contractor provided project information
- evaluated data that was collected
- participated in evaluation committee meetings
- prepared and presented the findings to Dallas County

Item 2: Additional Conceptual Design Services

HLM Design was requested to review the impact of potential modifications/additions to the completed contract documents. Four specific areas of concern had been identified by Dallas County representatives and were presented to HLM Design for additional review. HLM Design responded by preparing conceptual floor plans and estimates of probable construction cost for each. Specific areas studied by HLM Design include:

- Relocation of the cafeteria from the basement to the entry building level and relocating of the Child Support Payment space to the basement. HLM Design developed a conceptual floor plan of the proposed changes and estimates of construction cost.
- Impact of creating a Local Rule Court in basement space formerly occupied by the Justice of Peace Court. HLM Design developed a conceptual floor plan of the impacted area and estimates of construction cost.
- Creation of additional public waiting area on the Third Floor to service the Family and IV-D Courts. HLM Design developed several options for review. Dallas County representative identified a preferred approach. HLM Design also prepared an estimate of construction cost.
- HLM Design studied the feasibility of creating two addition District Courtrooms on the Seventh Floor of the existing George Allen Building. Space layout options were studied to determine best fit within the existing structural grid. HLM Design prepared a conceptual layout and an estimate of construction cost.
Item 3: Re-Bid of the George Allen Building

Dallas County determined it was in the best interests of the county to re-bid the project. HLM Design managed the re-bidding of the George Allen Building. HLM Design provided the following additional services:

- prepare County documents for re-bidding
- receive and respond to contractor questions
- prepare and issue addenda
- check contractor references
- attend bid opening
- review bidder proposals
- report findings to Dallas County

SECTION III: COST OF ADDITIONAL SERVICES

HLM Design is requesting reimbursement for labor cost incurred to date for these Additional Services. HLM Design provided these services between December 2002 and August 2003.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item I</td>
<td>Change Involving the Project Bidding Process</td>
<td>$29,025</td>
</tr>
<tr>
<td>Item II</td>
<td>Additional Conceptual Design Services</td>
<td>$17,720</td>
</tr>
<tr>
<td>Item III</td>
<td>Re-Bid of the George Allen Building</td>
<td>$36,965</td>
</tr>
</tbody>
</table>

Total costs for Additional Services incurred to date: $83,710
TO: Commissioners Court  
    Allen Clemson, Court Administrator

FROM: Moira Parro  
      Assistant District Attorney

THROUGH: Janet Ferguson  
         Assistant District Attorney  
         Chief, Civil Section

DATE: August 27, 2003

RE: Legal Issues Concerning the Local Government Corporation and County Advisory Board

COMPARISON OF LOCAL GOVERNMENT CORPORATIONS (LGCs) AND COUNTY ADVISORY BOARDS

APPLICABLE CHAPTERS:

Transportation Code Chapter 431 - Texas Transportation Corporations Act  
(including but not limited to Subchapter D relating to Local Government Corporations)

Local Government Code Chapter 394 - Housing Finance Corporations (Chapter 431, Subchapter D makes portions of it applicable to Local Government Corporations)

Article 1396-2, Vernon's Tex. Stat. – Texas Non-Profit Corporation Act (Chapter 431 makes certain portions of it applicable to Local Government Corporations)

Open Meetings Act:

Advisory Board:
- Not subject to the Act.

LGC:
- Subject to the Act pursuant to Ch. 431.

Public Information Act:

Administration Building 411 Elm Street 5th Floor Dallas, Texas 75202 214/653-7358 Fax 214/653-6134
Public Information Act:

Advisory Board:
- Not subject to the Act if not supported in any way by public funds.
- LGC:

- Subject to the Act pursuant to Ch. 431.

Powers:

Advisory Board:
- Has no rulemaking authority and is limited to advising commissioners court.

LGC:
- Subject to supervision and control of commissioners court.
- All powers provided for by law may be limited by the articles of incorporation and bylaws, over which the court has approval power
- May aid in accomplishing "any governmental purpose" (must be a public purpose).
- Possesses powers and privileges of a corp. formed under the Texas Non-Profit Corporation Act. For example, it:
  - receive, lease, or otherwise acquire, own, hold, improve, etc., real or personal property
  - sell, convey, mortgage, lease, transfer, etc., all or any part of property and assets
  - make contracts and incur liabilities, borrow money, etc.
  - investment of funds is subject to requirements of Public Funds Investment Act
  - may issue bonds, notes, obligations
- Transportation Code 431.101(b) provides that LGCs have the same powers as Transportation Corporations. However, 431.101(d) provides that "provisions of the Chapter relating to the creation, dissolution, administration, or supervision of a corp. by the commission do not apply." Also, 431.102 provides that Local Government Code Chapter 394 applies to the manner and conditions under which the board serves. The language of many of the provisions in Subchapter C refers specifically to transportation facilities and systems, and it is unclear what "the manner in which the board serves" describes. However, presuming they are not excepted under these provisions, the following powers under Chapter 431 also apply to a LGC.
  - May employ administrative staff, and legal, public relations and engineering consultants.
  - May perform functions to promote/develop its objectives.
  - May receive contributions of cash/real property.
  - May work directly with property owners, local and state agencies and elected officials to support, promote and develop its objectives.
Local and state governments may contract with an LGC.

**Freedom from County Limitations:**

**Advisory Board:**

- No authority to act on its own

**LGC:**

- Not subject to county competitive bidding statutes
- Not subject to County Purchasing Act
- Not subject to Professional Services Procurement Act
- Possesses powers and privileges of a corp. formed under Texas Non-Profit Corporation Act
- Not subject to Chapter 2251, Government Code (relating to payment of vendors and subcontractors)
- Is a “Governmental Unit” to which the Tort Claims Act Applies
- Possesses powers of Transportation Corporation under Ch. 431

Confusingly, 431.101(e) makes Section 394.904(a) applicable to “property and improvements owned by a local government.” It reads:

The acquisition, construction, or rehabilitation of a private residential development or a home is not subject to requirements relating to public buildings, structures, grounds, works, or improvements imposed by the laws of this state, or to any other similar requirements.

Presumably, it is the acquisition, construction, or rehabilitation of, in this case, a sports venue, that is exempt under this provision.

431.101(e) also makes 394.904(b) applicable to each contract awarded by the LGC:

Any competitive bidding requirement or restriction imposed on the procedure regarding the award of contracts for that acquisition, construction, or rehabilitation or regarding the lease, sale, or other disposition of property of the local government is not applicable to any action taken under this chapter.

It has been concluded by the Attorney General (JC-0335 (2001) that all contracts of an LGC are exempt from competitive bidding statutes applicable to the county.

**Conflicts/Removal of Members:**

**Advisory Board:**

**Dallas County Policy:**

- A member who contracts for goods, services or real property with, receives grants from, or becomes employed by the county, or who contracts for goods, services or real property with, receives grants from, or becomes employed by an entity which
contracts with the county, shall inform the county commissioners court in writing of such action prior to such action. If such action creates a conflict of interest of the appearance of a conflict of interest in the opinion of the majority of the county commissioners court, such member shall resign from the county advisory board or committee.

- Commissioners may attend all meetings.
- Members serve two-year terms.
- Members removed by the court have right to a public hearing.

LGC:

(See Local Gov. Code Ch. 394)

- Director may be officer, employee, or member of local government’s governing body.
- Directors hold office for term provided for in articles. Commissioners court controls articles/bylaws and can change at will.

Under 431.101(c), directors are subject to Texas Non-Profit Corp. Act (1396-2) provisions relating to powers, standards of conduct, interest in contracts:

Standards:

- Directors must act in good faith, with ordinary care, and in a manner they believe reasonably to be in the best interest of the corp.
- Directors may rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the corporation or another person that were prepared or presented by: 1) one or more officers of the corp; 2) legal counsel, public accountants, or other persons as to matters the director reasonably believes are within the person’s professional expertise; 3) a committee of the board;
- A director who has knowledge of a matter in question that makes reliance otherwise permitted unwarranted does not act in good faith.
- Director is not liable to the corp., any member, or any other person for any action taken or not taken as a director if he acted in compliance with these rules. Persons seeking to establish liability of director must prove he has not acted in good faith, with ordinary care, in a manner he believes to be in the best interest of the corp.
- Director is not deemed to have the duties of a trustee of a trust with respect to the corp. or to any property held or administered by it, including property that may be subject to restrictions imposed by the donor or transferor of the property.

Conflicts:

- Contract between a corp. and one or more of its directors or between it and an entity in which one or more of its directors has a financial interest, is not void or voidable solely for that reason, solely because the director is present at or participates in the meeting of the board that authorizes the contract or transaction, or solely because the director’s votes are counted for that purpose if:
the material facts as to the relationship or interest and as to the contract or 
transaction are disclosed or known to the board/committee members, and 
the board/committee...in good faith and with ordinary care authorizes it 
by affirmative vote of the majority of the disinterested members, even if 
that is less than a quorum;

2. if the material facts as to the relationship or interest and as to the contract 
or transaction are disclosed or known to the members entitled to vote on 
the contract/transaction, and it is specifically approved in good faith and 
with ordinary care by a vote of the disinterested members; or

3. the contract/transaction is fair to the corp. when it is authorized, approved 
or ratified by the board/committee.

- Common or interested directors may be counted in determining the presence of a 
quorum at a meeting of the board/committee, or of the members that authorizes 
the contract/transaction.

- Indemnification of board members:
  Loc. Gov. Code 431.032 (falling under the subchapter on Creation and Operation 
of a Corporation) provides that the corporation may indemnify its members for 
expenses, costs, fees incurred in connection with a claim for negligence or 
misconduct. Local Government Corporations have the powers of a transportation 
corporation under the chapter, except as follows:

  431.101(d) provides that provisions of 431 relating to the creation, 
dissolution, administration or supervision of the corp. by the transportation 
commission do not apply to a local government corporation.

  431.102 provides that Ch. 394 (relating to housing finance corporations) applies to the 
"manner and conditions under which the board serves."

I am not sure whether these provisions apply to 431.032, and there is no authority 
on the subject. If they do apply, the indemnification provision does not apply to 
an LGC.
August 27, 2003

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Officer

FROM: Sarah L. Smaardyk
Budget & Policy Analyst II

SUBJECT: Inmate Health Transfers

BACKGROUND
On December 1, 2002, the University of Texas Medical Branch (UTMB) began providing health care to all Dallas County inmates.

Under the UTMB contract, medical exams, dental exams, x-rays appointments, tele-medicine appointments, blood draws and dressing changes are done in the jails. Detention Service Officers are required to stay with the inmate to provide security for the health care worker. The Sheriff’s Office is requesting two (2) additional Detention Service Officer (DSO) positions to provide supervision of the inmates being seen at the nurses’ station in the North Tower.

High-risk psychological inmates are housed in the West Tower Jail on the third and fourth floors. Due to the security risk posed by these patients, the Sheriff’s Office is requesting authorization to move two (2) authorized DSOs from the fourth floor to the third floor and the addition of one (1) DSO position to provide staffing to ensure direct supervision of high-risk psychological inmates.

The Sheriff’s Office has requested that the Office of Budget and Evaluation review their request for three (3) additional staff positions to assist with the supervision of inmates being seen at the nurses’ station and provide additional supervision of the high-risk behavioral observation inmates.

IMPACT ON OPERATIONS
Current Operation
Currently, the nurses notify the Captains of the jails on a daily basis when an inmate needs to be seen by the nurse or the doctor. When a DSO transfers an inmate from their floor to the nurses’ station, the DSO must stay with the inmate until the appointment is over. There are no DSOs assigned to the nurses’ station. This results in floors being short staffed because the DSO must remain with the inmate.
The DSO must remain with an inmate until the appointment is over and they have returned to their floor. Nurses and doctors are not able to see as many inmates as they have scheduled due to the lack of staff available to transfer inmates to the nurses’ station.

Due to the unavailability of floor officers to act as transfer officers and stay with the inmate the following number of appointments were missed in June:

- Visits to the nurse = 208
- Dental exams = 19
- Tele-medicine appointments = 5
- Lab work for West Tower inmates = 46
- Lab work for North Tower inmates = 22
- Lab work for the West Tower Infirmary = 8
- X-ray appointments = 52

In FY2002, the North Tower escorted 137,423 inmates to the nurses’ station. In addition, over 2,000 inmates were escorted to another facility for dental exams and x-rays.

Providing security for medical treatment is necessary and the jails are doing the best they can with their current staff. Previously, the jails utilized overtime to provide three (3) DSOs during the week and two (2) DSOs during the weekend to provide security to the health care workers.

As part of the effort to reduce FY2003 expenditures, the jails are no longer able to use overtime to pay officers to staff the nurses’ station.

The North Tower calculated that 7,094 hours of overtime were used to provide security at the nurses’ station for a cost of $189,966 for one year.

**Proposed Operation**

The Sheriff’s Office proposes assigning two (2) DSOs to the North Tower nurses’ station. This would allow floor officers to transfer inmates to the station and return to their assigned floor. The DSO assigned to the nurses’ station would supervise the appointment and then return the inmate to a holding cell and contact the floor officer to transfer the inmate back to their assigned floor. The Sheriff’s Office is requesting two (2) positions, one (1) DSO to supervise female inmates and one (1) DSO to supervise male inmates.

Creating these positions would allow the nurses and doctors to see more inmates, without disrupting the floor staffing and leaving floors short staffed. In addition, it would reduce the waiting times for floor officers.

Due to incidents on the behavioral observation third floor in the West Tower, the Sheriff’s Office is requesting a dedicated DSO be assigned to the specific units where high-risk inmates are housed in order to provide direct supervision and independent of all other normal housing officer duties.

Currently, the Sheriff’s Blue Book authorizes two (2) DSOs to provide supervision above the 1:48 officer to inmate state jail standards mandate on the third and fourth floors of the West Tower. The Sheriff’s Office is requesting that both DSOs on the fourth floor be moved to the third floor where the high-risk psychological inmates are housed. By adding one (1) additional DSO position, the West Tower behavioral observation third floor would have 24/7 coverage. In addition, one of the two DSOs authorized to supervise inmates during the psychological exams
be transferred from the West Tower to the North Tower where the female psychological exams are performed.

**FINANCIAL IMPACT/CONSIDERATIONS**
Creating three (3) new DSO positions would cost $123,715 including benefits and insurance. These positions would reduce the amount of overtime used to provide security to the health care workers.

In addition, it would allow the health care professionals to provide medical services to more inmates and provide direct supervision of high-risk inmates.

**RECOMMENDATION**
The Office of Budget and Evaluation recommends that Commissioners Court approve the creation of three (3) new Detention Service Officer positions to function as officers at the nurses’ station within the North Tower and provide additional security of the high-risk behavioral inmates in the West Tower.
September 2, 2003

MISCELLANEOUS

1) **HUMAN RESOURCES DEPARTMENT** - requests authorization to reimburse the Juvenile Department $130 from within the Human Resource’s budget for the $5 per participant Red Cross certification fees required in the three First Aid and CPR training classes conducted by the Juvenile Department training staff for the Human Resource Department. Human Resource Department requests that $130 be transferred from the Human Resources Classroom Training expense budget (00120.1040.02440.2003) to the Juvenile Department’s Training fees expense budget (00120.5110.2460.2003) to pay for the Red Cross certification fees. Recommended by Office of Budget & Evaluation.

2) **ROAD & BRIDGE DISTRICT 4** - requests approval to accept donations from Siegels, The Century Council, Coors, State Farm Insurance, TXU, Tom Thumb, Kenneth Mayfield, Andrews Distributing, Borden, and Ebby Halliday in the amount of $7,575 to fund scholarships for the DWI Bookcover Drawing Contest.  

   *Please Refer to Information Item No. 4*

3) **FAMILY COURT SERVICES** - requests approval for reduced cost for parking authorized at the juror rate of $3 per day at the George L. Allen Sr. Courts Building Underground Parking Garage for Dana Herman, a graduate student who will be volunteering as an intern Family Court Counselor. She will be conducting adoption social studies for the Family and Juvenile Courts from August 19, 2003 until December 12, 2003.

4) **OFFICE OF BUDGET & EVALUATION** - requests approval:

   a) to transfer $25,000 from salary assistants to postage and auto maintenance for Constable Evans, Constable Precinct 1.

   b) to transfer $15,000 from salary assistants to postage and auto maintenance for Constable Skinner, Constable Precinct 4.
TRAVEL REQUESTS

5) **M/WBE DEPARTMENT** - requests approval for Irvin Hicks to attend the 21st Annual Regional Minority Enterprise Development (MED) Week Conference; Strategies for Growth in the American Economy, Part III: Global Economy in Dallas, Texas on September 25-26, 2003. $50 is available in General Fund, Commissioners Court Department, Business Travel Account, FY Budget 2003, (00120.1020.04010.2003).

6) **INSTITUTE OF FORENSIC SCIENCES** - requests approval for:
   a) Charles Gaylor to attend the National Association of Medical Examiners Annual Meeting in San Jose, CA on September 20-24, 2003 at no cost to Dallas County.

7) **SHERIFF'S DEPARTMENT** - requests approval for:
   a) Captain Larry Locke to attend the Border Terrorism Conference in San Antonio, Texas on September 7-10, 2003 in a County vehicle with gas credit cards and no other expense to Dallas County.
   b) Captain Gary Lindsey to attend the Traffic Safety Summit in San Antonio, Texas on September 8-9, 2003 in a County vehicle with gas credit cards and no other expense to Dallas County.
   c) Senior Sergeant Patrick Fasset to attend the Texas Commission on Law Enforcement Officers Standards and Education Mandated Meeting and Training Workshop in Corpus Christi, Texas on September 8-11, 2003 in a County vehicle with gas credit cards and no other expense to Dallas County.
   d) Captain Tim Randall to attend the Texas Commission on Law Enforcement Officers Standards and Education Mandated Quarterly Meeting in Austin, Texas on September 24-26, 2003 in a County vehicle with gas credit cards and no other expense to Dallas County.
8) **PUBLIC WORKS DEPARTMENT** - requests approval for:

a) Kathy Ann Reid to participate in the International Right of Way Course 802, Legal Aspects of Easements in Dallas, Texas on September 24, 2003: $123 (registration fee) is available in General Fund, Public Works Department, Conference & Staff Development Department, FY Budget 2003, (00120.2010.2050.2003)


9) **HEALTH & HUMAN SERVICES DEPARTMENT** - requests approval for Betty J. Culbreath to attend the Bioterrorism Preparedness Contractors Conference in Austin, Texas on October 20-22, 2003: $562 is available in Grants Fund, Bioterrorism Department, Conference Training Account, FY Budget 2003, (00466.08723.02460.2003).

**EXCEPTION TO TRAVEL REQUESTS**

**UNLESS SPECIFICALLY OBJECTED TO, ALL ITEMS PRESENTED AS EXCEPTIONS ARE CONSIDERED TO BE APPROVED**

**MISCELLANEOUS EQUIPMENT**

(1) **DEPARTMENT:** 1060 Office of Budget and Evaluation  
**ITEM:** 2 - Standard PCs w/ Office Standard Software  
**ESTIMATED COST:** $2,804  
**FUNDING SOURCE:** DDA  
**EXPENDITURE SOURCE:** DDA  
**PROPOSED ACTION:** The Office of Budget and Evaluation requests authorization to purchase from their DDA funds two replacement PCs. Recommended by the MIS Director.

(2) **DEPARTMENT:** 2060 Veterans Service  
**ITEM:** 1 - Executive Chair  
**ESTIMATED COST:** $350
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 00120.2060.02090.2003 (General, Fund, Veterans Services, Property less than $5,000, FY2003)
PROPOSED ACTION: The Veterans Service Office requests an executive chair to replace the department director's broken and un-repairable chair. Recommended by the Office of Budget and Evaluation.

(3) DEPARTMENT: 4505 COUNTY COURT AT LAW 5
ITEMS: 1 - Chair
ESTIMATED COST: $420
FUNDING SOURCE: DDA
EXPENDITURE SOURCE: DDA
PROPOSED ACTION: Judge Greenburg of County Court at Law 5 is requesting permission to use $420 of DDA funds to replace a chair for his Court Reporter's use while in the courtroom. Recommended by Office of Budget and Evaluation.

(4) DEPARTMENT: 4883 J.P. COLLECTIONS CENTER
ITEM: 1 - 5 drawer filing cabinet
1 - 4 drawer filing cabinet
ESTIMATED COST: $0 (Surplus)
FUNDING SOURCE: N/A
EXPENDITURE SOURCE: N/A
PROPOSED ACTION: JP Collections is requesting filing cabinets from surplus to help resolve filing issues at J.P. Collections Center. Recommended by Records Management Officer.

(5) DEPARTMENT: 4883 J.P. COLLECTIONS CENTER
ITEM: 1 - convertible dolly ($115)
4 - service carts ($492)
7 boxes end tab guides ($209)
ESTIMATED COST: $816
FUNDING SOURCE: Time Payment Fee Escrow Account
EXPENDITURE SOURCE: 00120.4883.02090.2003 (General Fund, J.P. Collections Center, Property less than $5,000, FY2003)
PROPOSED ACTION: JP Collections is requesting a dolly cart to be used to transport the large volume of incoming and outgoing files and mail from the courier drop-off point. The service carts will provide clerks with additional space to secure files. Recommended by Records Management Officer.

TELECOMMUNICATION REQUESTS

**Health & Human Services** - requests:
M-0307026 to replace a single-line phone with a multi-line phone on the 5th floor room 502. Equipment: $0.00; Installation: $0.00, labor covered by contract; no recurring cost. Recommended.

M-0307046 to install two multi-line phones on the 5th floor suite 500 for two new employees. Installation: $41.50; no recurring cost. Recommended.

**Tax Office** - requests:
M-0307033 to install a new phone line in the cashiers cage at the Irving sub-station to provide better coverage for incoming calls. Installation: $41.50; no recurring cost. Recommended.

M-0307034 to move an existing phone line to a new office to accommodate one of the lead Clerks. Installation: $41.50; no recurring cost. Recommended.

**District Attorney** M-0307044 requests to install a single-line phone on the 4th floor of the FCCB to provide for better communications. Installation: $41.50; no recurring cost. Recommended.

**Public Works** M-0307051 requests to relocate a single-line phone to a new location due to new staffing in department. Equipment: $0.00; Installation: $0.00, labor covered by contract; no recurring cost. Recommended.

**Juvenile Youth Village** M-0307006 requests to install a new feeder cable to replace existing cable that has been cut. Installation: $287.00; no recurring cost. Recommended.
County Clerk M-0307030 requests to install three new data-line cables for three new workstations in the department. Installation: $237.00; no recurring cost. Recommended

Elections M-0306087 requests to install four new Southwestern Bell phone lines at 11000 E. Northwest Highway for an early voting location. Installation: $608.00; monthly recurring cost: $140.00. Recommended

192nd District Court D-0308001 requests to install a data-line in the Court Reporters office to provide access to network. Installation: $58.75; no recurring cost. Recommended

CSCD - requests:
M-0308003 to install a single-line phone at the security desk on the 1st floor to provide better communications. Installation: $41.50; no recurring cost. Recommended

D-0308015 to install a data-line cable in room A2-2D on the 9th floor to provide access to network. Installation: $58.75; no recurring cost. Recommended

Forensic Science D-0308002 requests to install a data-line cable in room 122 to support a digital photo system. Installation: $58.75; no recurring cost. Recommended

Public Defender M-0307010 requests to activate an existing phone line in room 6121 on the 6th floor of the GACB. Equipment: $0.00; Installation: $0.00, labor covered by contract; no recurring cost. Recommended.

Agricultural Extension M-0308029 requests to request to install a single-line phone with a speaker phone to allow the use of conference when necessary. Equipment: $78.00; Installation: $0.00, labor covered by contract; no recurring cost. Recommended.

Juvenile D-0308016 requests to install two data-line cables in rooms A-239 and A 233 to provide access to network. Installation: $116.00; no recurring cost. Recommended.

District Clerk M-0308025 requests to relocate extension 7260 to a new location in the Trust/Collection area. Equipment: $0.00; Installation: $0.00, labor covered by contract; no recurring cost. Recommended.

IT Services D-0308003 requests to repair fiber in the basement in the LSJC room BB017 to restore switch connectivity. Equipment: $225.00; Installation: $198.00; no recurring cost. Recommended.
Treasurers Office D-0308008 requests to install a data-line cable in room ZBA9 to relocate a network printer. Installation: $58.75; no recurring cost. Recommended.

Constable Precinct 5 M-0308012 requests to reprogram phone system to update greeting and provide information for the public. Equipment: $0.00; Installation: $0.00, labor covered by contract; no recurring cost. Recommended.

Kays Jail D-0308012 requests to install a data-line cable in the reception area to provide access to the network. Installation: $58.75; no recurring cost. Recommended.

J.P. Court Precinct 3-2 M-0308028 requests to reprogram phone system to update the night answer line with new information. Equipment: $0.00; Installation: $0.00, labor covered by contract; no recurring cost. Recommended.

Funding for the above request is available from countywide Department 800, line item 432, Telephone Contingency.