# DALLAS COUNTY COMMISSIONERS COURT BRIEFING AGENDA

September 30, 2003

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Speakers

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

Minister’s Letter of Appreciation

The Honorable Civil District and Family District Judges

**DATE(s) TO REMEMBER**
TO: THE HONORABLE COMMISSIONERS COURT

FROM: BETTY J. CULBREATH, DIRECTOR
HEALTH AND HUMAN SERVICES

DATE: SEPTEMBER 23, 2003


Background of Issue
The Dallas County Judge is the grantee and legal recipient of Ryan White C.A.R.E. Act (Ryan White) Title I funds for the Dallas Eligible Metropolitan Area (EMA). Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency for Ryan White Title I funds for the Dallas Eligible Metropolitan Area (EMA). DCHHS tracks the expenditure of funds by service providers throughout the contract period and makes recommendations, when appropriate, to reallocate funds. In accordance with the provisions of Title I of the Ryan White C.A.R.E. Act, the grantee appoints members to serve on the Dallas EMA Ryan White Planning Council (RWPC). The RWPC is charged with the responsibility of establishing priorities for the allocation of Title I funds and determining the categorical allocation of funds by service category.

The FY 2003-2004 Ryan White Title I award, in the amount of $13,205,009, was allocated as follows: $10,190,969 awarded to service providers; $630,734.76 awarded to service providers in Title I Minority AIDS Initiative (MAI); $60,000 for Program Support, $191,000 for RWPC Support (including staff salaries, benefits, equipment, and supplies), $25,000 for Needs Assessment; $660,250 to DCHHS for administration (including staff salaries, benefits, equipment, and supplies); $45,000 for Program Evaluation; $75,000 for Quality Management; and $1,086,269 for the AIDS Drug Assistance Project.

On August 13, 2003, the RWPC reallocated $45,000 in Program Evaluation and $45,000 of the $60,000 in Program Support, for a total of $90,000 to direct services. The $90,000 was reissued in a competitive one-page request for proposals (RFP) on August 15, 2003. Dallas County made one-page RFPs available to subcontractors who applied for and were awarded funding through the FY 2003-2004 Ryan White Title I, Title I MAI, and Title II RFP process. Proposals were due August 22, 2003. The proposals were reviewed and scored by an External Review Committee (ERC), which is comprised of individuals demographically reflective of the Dallas HSDA’s HIV/AIDS cases. DCHHS has reviewed the initial recommendations by the ERC and is making final recommendations for the award of contracts to Commissioners Court.
On September 16, 2003, the Dallas County Commissioners Court will be briefed on the award of $30,000 of the total $90,000 to the service provider Bryan’s House/Open Arms. The remaining $60,000 is being recommended for the award of a contract to Dallas County Hospital District d.b.a. Parkland Health and Hospital under this briefing.

**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 and authorize the County Judge to sign the contracts on behalf of Dallas County.

**Recommendation**
It is recommended that the Dallas County Commissioners Court does hereby approve the award of $60,000 in reallocated FY 2003-2004 Ryan White C.A.R.E. Act Title I grant funds to Dallas County Hospital District d.b.a. Parkland Health and Hospital System, as presented in Attachment A, and authorize the County Judge to sign the contracts with the service provider on behalf of Dallas County.

**RECOMMENDED BY:**

Betty J. Culbreath, Director
Department of Health and Human Services

attachment
c: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
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<th>AGENCY</th>
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TO: COMMISSIONERS COURT
FROM: Betty J. Culbreath, Director of Health and Human Services
DATE: September 30, 2003
SUBJECT: Dallas County Health and Human Services/Older Adult Services Program Transportation Agreement Amendments

BACKGROUND

Dallas County Department of Health and Human Services/Older Adult Services Program has transportation agreements with site sponsors of 15 senior centers. The agreements reimburse site sponsors for providing transportation services to senior citizens attending program senior centers. The site sponsors are reimbursed for actual expenses each month.

It is necessary to make adjustments to these agreements each year in order to reflect the exact cost of operating the vans. For FY' 2003, adjustments need to be made to the following site sponsors: Agape Memorial United Methodist Church and Elmwood United Methodist Church.

OPERATIONAL/FISCAL IMPACT

The contract amounts originally approved and the recommended changes are listed in Attachment A. The agreement amendments will be effective September 1, 2003 through September 30, 2003.

LEGAL INFORMATION

Transportation agreement amendments require the signature of the site sponsor and the County Judge. The District Attorney's Office, Civil Section has reviewed the transportation agreement amendment and the amendment has been approved as to form.
Commissioners Court
September 30, 2003
Page 2

RECOMMENDATION

It is recommended that Commissioner’s Court approve the FY’2003 Transportation Agreement Amendments with Agape Memorial United Methodist Church and Elmwood United Methodist Church and that the County Judge be authorized to sign the amendments on behalf of Dallas County.

Recommended by: [Signature]
Betty Culbrett, Director

attachments

c: Allen Clemson, Court Administrator
Virginia Porter, County Auditor
Zachary Thompson, Deputy Director
Dianne Rucker, Assistant Director
### ATTACHMENT A

#### FY 2003 TRANSPORTATION BUDGET

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#### ADDITIONAL EXPENSES

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<th>FY'03 Budget</th>
<th>Revised Budget</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Van Rental</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>No Change</td>
</tr>
<tr>
<td>County van</td>
<td>$3,500.00</td>
<td>$2,500.00</td>
<td>Decrease amount by $1,000.00</td>
</tr>
<tr>
<td>Handirides</td>
<td>$6,000.00</td>
<td>$8,500.00</td>
<td>Increase amount by $2,500.00</td>
</tr>
<tr>
<td>Major Repairs</td>
<td>$10,000.00</td>
<td>$16,150.00</td>
<td>Increase amount by $6,150.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$315,241.00</strong></td>
<td><strong>$315,241.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

#### TOTAL BUDGET

<table>
<thead>
<tr>
<th>Source</th>
<th>FY’03 Budget</th>
<th>Revised Budget</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$240,000.00</td>
<td>$240,000.00</td>
<td>No Change</td>
</tr>
<tr>
<td>County match</td>
<td>$75,241.00</td>
<td>$75,241.00</td>
<td>No Change</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$315,241.00</strong></td>
<td><strong>$315,241.00</strong></td>
<td></td>
</tr>
</tbody>
</table>
AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT

THIS AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT (this "Amendment") is made and entered into this 24th day of September, 2003, but to be effective as of September 1, 2003, by and between the COUNTY OF DALLAS, TEXAS, a political subdivision of the State of Texas ("County"), and Agape Memorial United Methodist Church ("Site Sponsor").

RECITAL:

County and Site Sponsor heretofore entered into that certain Transportation Services Agreement (the "Agreement") dated October 08, 2002, relating to transportation services for senior citizens participating in Dallas County Older Adult Services Program. County and Site Sponsor desire to amend the Agreement in the manner set forth below.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by each of the parties hereto, County and Site Sponsor hereby agree to amend the Agreement as follows:

1. **Funding Obligations and Cost Reimbursement.** Section V.F of the Agreement is hereby deleted in its entirety, and the following is hereby inserted in place thereof:

   "V. F   The total amount reimbursed to the Site Sponsor under this agreement shall not, unless modified, exceed $73,291.00."  

2. **Agreement in full force.** All of the terms, covenants, provisions and agreements contained in the Agreement shall be and remain in full force and effect except as the same are amended by this Amendment.

County:

Dallas County Department of Health and Human Services/Older Adult Services Program  
2377 N. Stemmons Freeway, 2nd Floor  
Dallas, Texas  75207-2710

By: ____________________________  
Margaret Keliher, Dallas County Judge

Site Sponsor:

Agape Memorial United Methodist Church  
5111 Capitol Avenue  
Dallas, Texas 75206

By: ____________________________  
Name: ____________________________  
Title: ____________________________
AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT

THIS AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT (this "Amendment") is made and entered into this 24th day of September, 2003 but to be effective as of September 01, 2003 by and between the COUNTY OF DALLAS, TEXAS, a political subdivision of the State of Texas ("County"), and Elmwood United Methodist Church ("Site Sponsor").

RECITAL:

County and Site Sponsor heretofore entered into that certain Transportation Services Agreement (the "Agreement") dated October 08, 2002, relating to transportation services for senior citizens participating in Dallas County Older Adult Services Program. County and Site Sponsor desire to amend the Agreement in the manner set forth below.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by each of the parties hereto, County and Site Sponsor hereby agree to amend the Agreement as follows:

1. Funding Obligations and Cost Reimbursement. Section V.F of the Agreement is hereby deleted in its entirety, and the following is hereby inserted in place thereof:

"F. The total amount reimbursed to the Site Sponsor under this agreement shall not, unless modified, exceed $17,400.00."

2. Agreement in full force. All of the terms, covenants, provisions and agreements contained in the Agreement shall be and remain in full force and effect except as the same are amended by this Amendment.

County:

Dallas County Department of Health and Human Services/Older Adult Services Program
2377 N. Stemmons Freeway, 2nd Floor
Dallas, Texas 75207-2710

By: ___________________________________________
Margaret Keliher, Dallas County Judge

Site Sponsor:

Elmwood United Methodist Church
1315 Berkley Avenue
Dallas, Texas 75224

By: ___________________________________________
Name: _________________________________________
Title: _________________________________________
MEMORANDUM

Date: September 23, 2004

To: Dallas County Commissioners Court

From: Michael K. Griffiths, Director

Re: JUROR FUND CONTRACT RENEWALS FOR FY2004:
Dallas Urban League, Inc. and West Dallas Community Centers, Inc.

Background of Issue

The Juror Fund program began in FY 1991 and allows jurors the option of donating their juror per diem back to Dallas County. Juror Fund monies designated for Juvenile Department use, are allocated to direct service programs that focus on new or innovative approaches in assisting youth. The Youth Services Advisory Board (YSAB) is responsible for selecting recipients of Juror Fund direct services allocations for approval by the Juvenile Board and Commissioners Court.

The Juror Fund contracts with Dallas Urban League, Inc. and West Dallas Community Centers, Inc. were both awarded under Request For Proposals (RFP) No. 2001-057-768, which included language to allow for the contracts to be automatically renewed annually for two additional twelve month periods, if the providers met all contractual obligations and operate effective programs.

The purpose of this briefing is to request the Commissioners Court approval of the recommendation made by the Youth Services Advisory Board and the Juvenile Department to renew the Juror Fund contracts with Dallas Urban League, Inc. and West Dallas Community Centers, Inc. for FY 2004. The Juvenile Board was briefed on this matter at its September 2003 meeting.

Impact On Operations and Maintenance

The contracts will be administered and monitored by the Juvenile Department’s Contract Services unit. The Contract Services staff will also review the programs and evaluate their effectiveness. Financial and programmatic audits will be conducted to ensure quality programming.

2600 Lone Star Drive, Box 5       Dallas, Texas 75212       (214) 698-2200
Legal Information

The District Attorney's office has reviewed and approved the non-residential services contracts. The signature of the Chairman of the Juvenile Board and the Dallas County Judge are required on the contracts.

Financial Impact / Considerations

The non-residential services contracts for Dallas Urban League and West Dallas Community Centers will be funded for a twelve (12) month period. The total allocation for FY2004 for both programs is $272,192 of which $141,964 is allocated for Dallas Urban League and $130,228 is allocated for West Dallas Community Centers. The funding for FY2004 is the same as in FY2003. The proposed budgets for both agencies are included with this briefing as Attachment One.

Performance Measures Impact

Dallas Urban League, Inc. is located at 4315 S. Lancaster Road. The program provides community-based prevention and intervention services to at risk or already delinquent youth, their parents and siblings. The primary program components are: Parent Skills, Interpersonal Skills, Family Skills and Family Support & Outreach. As of August 31, 2003 Dallas Urban League, Inc. has spent $101,595 in juror funds to operate its' program. Over 246 individuals were served by the program. The projected number to be served was 100.

As of August 31, 2003, West Dallas Community Center has spent $100,628 in juror funds to operate its' program. The program provides community-based prevention/intervention services to African-American and Hispanic female youth and their families. The program is located at 3232 Bataan Street. The primary program components are: Rites of Passage / La Familia Fuerte Parenting Skills, Alternative Activities Family Skills Training, Family Support and Outreach and Monitoring. A total of 62 female youth received services through this program during FY 2003. The projected number to be served by the program was 50. A description of both programs is included as Attachment Two.

Performance Measures were established for each of the Juror Fund contractors with respect to their individual programs. A copy of the outcomes as compared to the goals is included with this briefing as Attachment Three. Both contractors performed within the proposed work output measures.
Project Schedule Implementation

Dallas Urban League, Inc. and West Dallas Community Centers, Inc. have been providing the services since FY 2001. The renewal process allows programming to continue without interruption. Dallas County Juvenile Department Contract Services Unit will facilitate the renewal process and will continue to provide technical assistance to resolve issues pertaining to service delivery and contract compliance. Both contractors will participate in an annual program audit during FY 2004.

M/WBE Information

Dallas County M/WBE Coordinator, Mr. Irvin Hicks scored and evaluated the M/WBE information included in the original proposals submitted by these providers.

Recommendation

It is recommended that the Dallas County Commissioners Court approve the request by the Juvenile Department and the Youth Services Advisory Board to renew the contract with Dallas Urban League, Inc. for the allocated amount of $141,964 and West Dallas Community Centers, Inc. for the allocated amount of $130,228.

Recommended by: 

[Signature]

Michael K. Griffiths, Director

2600 Lone Star Drive, Box 5    Dallas, Texas 75212    (214) 698-2200
## ATTACHMENT ONE
### BUDGET NARRATIVE
DALLAS URBAN LEAGUE, INC.
Non residential Youth Prevention/Intervention Services, RFP NO. 2001-057-768
October 1, 2003 to September 30, 2004

<table>
<thead>
<tr>
<th>A: PERSONNEL</th>
<th>Total Personnel</th>
<th>$77,652</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annual Salary</strong></td>
<td><strong>No. of Months</strong></td>
<td><strong>Percent Of Time</strong></td>
</tr>
<tr>
<td>1. Chief Operating Officer&lt;br&gt;Seifu Yigezu</td>
<td>$65,000</td>
<td>12</td>
</tr>
<tr>
<td>2. Project Manager&lt;br&gt;Anthony Green</td>
<td>$34,505</td>
<td>12</td>
</tr>
<tr>
<td>3. Case Manager/Social Worker&lt;br&gt;Vacant</td>
<td>$30,000</td>
<td>12</td>
</tr>
<tr>
<td>4. Outreach/case management&lt;br&gt;Laumont Hill</td>
<td>$30,900</td>
<td>12</td>
</tr>
<tr>
<td>5. Counselor&lt;br&gt;Treva McDaniel LMSW</td>
<td>37000</td>
<td>12</td>
</tr>
<tr>
<td>6. Computer Instructor&lt;br&gt;Pat Daniels</td>
<td>$32,500</td>
<td>12</td>
</tr>
<tr>
<td>7. Basic Ed Instructor</td>
<td>$28,000</td>
<td>12</td>
</tr>
<tr>
<td>8. Basic Ed Instructor (W. Sowers)</td>
<td>$42,500</td>
<td>12</td>
</tr>
<tr>
<td>9. IT Support</td>
<td>$46,000</td>
<td>12</td>
</tr>
<tr>
<td><strong>Total Staff</strong></td>
<td>3.35</td>
<td></td>
</tr>
</tbody>
</table>

### Justification:
- **Position 1 Seifu Yigezu**- will provide program oversight, review reports and attend program review meetings as necessary to provide guidance.
- **Position 2: Anthony Green**- will manage staff and program implementation. Coordinate service providers and oversees all programs and activities delivered. Works in close collaboration with the program coordinator to provide leadership and guidance to the project and ensure effective running of the program. Reviews evaluation results with the Vice President and as necessary participates in the development of remedial measures. Reports to the the Vice President for Health and Human Services.
- **Position 3: Case Manager/Social Worker**- conducts in-home interviews and builds a case management file on youth clients. Assesses their situation and discusses remedial steps with parents and project team. Also works with parents and community partners to provide a well-rounded support system for youth in program. Provides parenting training. Reports to Project Director.
- **Position 4: Outreach/Case management assistant-(Laumont Hill)** recruits youth for the program. Works with relevant agencies...
to assist case manager in building service partnerships, and assists in case management. Coordinates with basic education instructor to
to schedule classes and follows up on their progress. Provides life skills, job readiness training.

Position 6: Computer Instructor-(Pat Daniels) conducts pre tests to determine level of students. Provides computer training from
beginners to intermediate application classes and Internet training.

Position 7, 8 : Basic Education/Computer Instructors-(Bill Sowers, vacant) conduct pre tests to determine level of
students. Utilizes both instructor-led and self-paced (Plato) training to offer effective learning experience for the students.
Also conduct posttests to determine progress and as necessary makes adjustments both in content and delivery systems.

<table>
<thead>
<tr>
<th>FRINGE BENEFITS</th>
<th>TOTAL FRINGES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Payroll Taxes</td>
<td></td>
</tr>
<tr>
<td>Number of</td>
<td>Percent</td>
</tr>
<tr>
<td>Staff</td>
<td>Rate</td>
</tr>
<tr>
<td>a. FICA</td>
<td>3.35</td>
</tr>
<tr>
<td>b. SUTA</td>
<td>3.35</td>
</tr>
<tr>
<td>c. WC</td>
<td>3.35</td>
</tr>
<tr>
<td>(per $100 paid)</td>
<td></td>
</tr>
<tr>
<td>a. Hospitalization</td>
<td>3.35</td>
</tr>
<tr>
<td>b. Dental</td>
<td>3.35</td>
</tr>
<tr>
<td>3. Retirement Benefits</td>
<td></td>
</tr>
<tr>
<td>(Eligible after one year of employment)</td>
<td></td>
</tr>
<tr>
<td>Number of</td>
<td>Number of</td>
</tr>
<tr>
<td>Staff</td>
<td>Months</td>
</tr>
<tr>
<td>a. Pension</td>
<td>1.85</td>
</tr>
<tr>
<td>b. Group Life</td>
<td>1.85</td>
</tr>
<tr>
<td>c. Group Disability Ins.</td>
<td>1.85</td>
</tr>
</tbody>
</table>

B. TRAVEL/PER DIEM

3500 miles @ .29 cents per mile
Traveling for recruitment, community rallying and in-home counseling purposes.

<table>
<thead>
<tr>
<th>C. Postage and Printing</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Printing and Duplication</td>
<td>$1,198</td>
</tr>
<tr>
<td>Production charges for reports, daily data collection, presentation folders, needs assessment and survey forms, business cards, etc.</td>
<td></td>
</tr>
<tr>
<td>3. Postage and shipping</td>
<td>$100</td>
</tr>
<tr>
<td>Correspondence and report mailing charges</td>
<td></td>
</tr>
<tr>
<td>5. Program Advertisement</td>
<td>$200</td>
</tr>
<tr>
<td>To assist with the promotion of program and facilitate recruitment through flyers and other publications</td>
<td></td>
</tr>
</tbody>
</table>

D. Telephone

| 3.35 phone and internet charges | $2,298 |

Subtotals

TOTAL: $26,028

Travel: $1,015

TOTAL: $1,015

$1,488

$1,488
Telephone and monthly internet charges to search for project relevant material and also for training, job search and other project-related purposes.

<table>
<thead>
<tr>
<th>E. Office, Medical, Educational and Recreational Supplies Co</th>
<th>$3,000</th>
<th>$3,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>File folders, pencils, pens, office supplies, medical, etc.</td>
<td>$3,000</td>
<td></td>
</tr>
<tr>
<td>Includes graduation ceremonies</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

F. Equipment rental

Copy machine, tax etc.  In kind

<table>
<thead>
<tr>
<th>G. Youth Activities</th>
<th>$6,033</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Books for computer and GED training</td>
<td>$1,500</td>
</tr>
<tr>
<td>2. Currricula materials</td>
<td>$500</td>
</tr>
<tr>
<td>3. Training supplies</td>
<td>$800</td>
</tr>
<tr>
<td>4. Parenting training</td>
<td>$400</td>
</tr>
<tr>
<td>5. Miscellaneous</td>
<td></td>
</tr>
</tbody>
</table>

Training will include adult basic education training materials as well as computer training books. In addition, Best Practice Model train-the-trainer sessions and copies of program books to instructors and participant material and license fees. Additional training material and software to be in kind contribution by the League.

<table>
<thead>
<tr>
<th>H. STAFF TRAINING</th>
<th>$1,625</th>
</tr>
</thead>
</table>

1. Out of Town Conferences

National Urban League Conference - July 28-30 - Philadelphia

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>1</th>
<th>$300</th>
<th>$300</th>
<th>$1,125</th>
</tr>
</thead>
<tbody>
<tr>
<td>-Airfare</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Ground Transportation</td>
<td>1</td>
<td>1</td>
<td>20</td>
<td></td>
<td>$20</td>
</tr>
<tr>
<td>-Parking</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>-Lodging</td>
<td>1</td>
<td>5</td>
<td>$125</td>
<td></td>
<td>$625</td>
</tr>
<tr>
<td>-Per Diem</td>
<td>1</td>
<td>6</td>
<td>$30.00</td>
<td></td>
<td>$180</td>
</tr>
</tbody>
</table>

Physical Management of Aggressive Behavior (PMAB) Training

$200

Red Cross CPR

$300

<table>
<thead>
<tr>
<th>I. Insurance</th>
<th>In kind</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance related to computers and software used for training purposes, and general liability insurance</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>J. Space and Facilities</th>
<th>$20,318</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Occupancy (Prorated share for space usage fee and operations)</td>
<td>$20,318</td>
</tr>
<tr>
<td>a. Maintenance</td>
<td>2000</td>
</tr>
<tr>
<td>b. Security</td>
<td>956</td>
</tr>
<tr>
<td>c. Utilities</td>
<td>1890</td>
</tr>
<tr>
<td>d. Program Office Space Usage</td>
<td>21000</td>
</tr>
</tbody>
</table>

JUSTIFICATION: Documentation available, paid to outside vendors, and space based on standard $11.58/sq ft (Inkind to project)  $5,528
### K. CONTRACTUAL

<table>
<thead>
<tr>
<th>Name</th>
<th>Method of Selection</th>
<th>Period of Performance</th>
<th>Description of Activities</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dicey Thurman, CPA</td>
<td>Personal Service for agency</td>
<td>12 months</td>
<td>Financial Services (CPA)</td>
<td>$2,500</td>
</tr>
<tr>
<td>Weaver and Tidwell</td>
<td>Bid</td>
<td>Annually</td>
<td>Agency Audit - A-133</td>
<td>$1,200</td>
</tr>
<tr>
<td>Pay America</td>
<td>Bid</td>
<td>12 months</td>
<td>Payroll Services (semi monthly)</td>
<td>$600</td>
</tr>
</tbody>
</table>

### G. Equipment/Furniture

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
<td>In kind</td>
<td>$5,833</td>
</tr>
</tbody>
</table>

### H. TOTAL DIRECT COST

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$141,964</td>
</tr>
</tbody>
</table>

### I. INDIRECT COST-Agency DOL approved rate is 32.98%

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

### J. TOTAL DIRECT and INDIRECT COST

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$141,964</td>
</tr>
</tbody>
</table>
WEST DALLAS COMMUNITY CENTERS, INC.
BUDGET NARRATIVE
FOR THE PERIOD: OCTOBER 1, 2003 THROUGH SEPTEMBER 30, 2004

PROJECTED NUMBER OF CLIENTS TO BE SERVED: 50

<table>
<thead>
<tr>
<th>BUDGET ITEMS</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$86,000</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>14,605</td>
</tr>
<tr>
<td>Food</td>
<td>1,975</td>
</tr>
<tr>
<td>Transportation</td>
<td>2,200</td>
</tr>
<tr>
<td>Postage</td>
<td>168</td>
</tr>
<tr>
<td>Equipment</td>
<td>0</td>
</tr>
<tr>
<td>Youth Activity Cost</td>
<td>14,611</td>
</tr>
<tr>
<td>Staff Training</td>
<td>1,938</td>
</tr>
<tr>
<td>Insurance</td>
<td>1,188</td>
</tr>
<tr>
<td>Rent</td>
<td>3,600</td>
</tr>
<tr>
<td>Telephone</td>
<td>1,313</td>
</tr>
<tr>
<td>License Fees</td>
<td>100</td>
</tr>
<tr>
<td>Office, Medical, Educational and Recreational Supplies</td>
<td>2,530</td>
</tr>
</tbody>
</table>

**NET COST FUNDED BY DALLAS COUNTY** $130,228
| Focus: | The program focuses on improving communication skills and the parent/child relationship. The program is also designed to provide support to the youth and families by providing basic education, computer training, job readiness and life skills training. | The program is designed to encourage and foster bonding with parents/family, peers and community. Parenting skills groups are designed to assist youth and parents developing relationships and life skills. |
| Location: | 4315 South Lancaster Road Dallas, TX 75216 | 3232 Bataan Street Dallas, TX 75212 |
| Service Area: | Agency serves all of Dallas County with emphasis on the southern sector of Dallas County. | Agency serves the 75212 Zip Code of Dallas County. |
| Population Served: | Males and Females Parents and other family members. Average age of enrolled youth: 17 yrs. | The program focuses on African American and Mexican American females and their families. Average age of enrolled youth: 11 yrs. |
| Actual Number Served | Enrolled Youth: 131 Parents/Other Family Members: 115 Total Number Served: 246 | Enrolled Youth: 62 Parents/Other Family Members: 98 Total Number Served: 160 |
| Program Format: | Ongoing open enrollment. | Services are delivered in four-12 week cycles with enrollment for each cycle closing after the second week of programming. |
ATTACHMENT THREE
Dallas Urban League, Inc. - Juvenile ACES Project
FY 2003 PERFORMANCE SUMMARY

PERFORMANCE MEASURES

<table>
<thead>
<tr>
<th>Objective A: To provide family support and outreach services through life skills, job readiness and placement services.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PERFORMANCE MEASURES</strong></td>
</tr>
<tr>
<td>70% of the program clients will attend the League’s life skills training program and of those 85% will rate the program as valuable.</td>
</tr>
<tr>
<td>60% of the client pool will participate in the job readiness training. 40% will receive support with job placement. Of those 60% will obtain employment</td>
</tr>
<tr>
<td>50% will attend GED training and of those 60% will advance a grade and one half for every 30 hours of training. 30% will complete their GED and pass the certification exam.</td>
</tr>
</tbody>
</table>

Objective B: To produce demonstrable positive educational and social changes among target youth.

<table>
<thead>
<tr>
<th><strong>PERFORMANCE MEASURES</strong></th>
<th><strong>OUTCOME MEASURES</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>By the end of the 12 months of the program will report that the clients in the program will show a 60% reduction in being involved with the juvenile justice system vis-a-vis comparable population sample.</td>
<td>Total number of program participants: 131</td>
</tr>
<tr>
<td>By the end of the 12 months the program will report more than 60% of the student participants will assess the program as beneficial and enjoyable and of high quality. 60% will report improved communication and relationships with their parents.</td>
<td>Number not involved in juvenile justice system: 88 (67%)</td>
</tr>
<tr>
<td>By the end of the 12 months the program will report that 70% of the parents of the students participating the program for 14 months are satisfied with their student's improvement on measures such as grades, attendance, taking of advanced or challenging courses and enriched learning activities, and decreased disciplinary actions.</td>
<td>Total number of program participants: 131</td>
</tr>
<tr>
<td>Participants (youth &amp; parents) will receive three in home Parent Skills Training and one group session using the &quot;Effective Black Parenting Program&quot;.</td>
<td>Total number of participants surveyed: 102 (78%)</td>
</tr>
<tr>
<td>Project Number To Be Served (unduplicated): 100</td>
<td>Total number of high quality ratings: 91 (89%)</td>
</tr>
<tr>
<td>Actual Number Served (unduplicated): 246</td>
<td>Number participants reporting improved communication and relationship with their parents: 78 (76%)</td>
</tr>
<tr>
<td></td>
<td>Number of Parent Participants: 115</td>
</tr>
<tr>
<td></td>
<td>Number of parents surveyed: 102 (89%)</td>
</tr>
<tr>
<td></td>
<td>Number reporting satisfaction with their child's improvement while participating the program: 97 (95%)</td>
</tr>
<tr>
<td></td>
<td>Number of Families Enrolled in Parent Skills Training: 56</td>
</tr>
<tr>
<td></td>
<td>Number of in home sessions held: 168</td>
</tr>
<tr>
<td></td>
<td>Number of Families reporting improved communication/relationships between parent and youth: 44 (79%)</td>
</tr>
</tbody>
</table>

POPULATION BREAKDOWN

<table>
<thead>
<tr>
<th>ETHNICITY</th>
<th>NUMBER SERVED</th>
<th>PERCENTAGE (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>African American</td>
<td>119</td>
<td>91%</td>
</tr>
<tr>
<td>Anglo</td>
<td>4</td>
<td>.03%</td>
</tr>
<tr>
<td>Hispanic</td>
<td>8</td>
<td>.06%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GENDER</th>
<th>NUMBER SERVED</th>
<th>PERCENTAGE (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Female</td>
<td>66</td>
<td>51</td>
</tr>
<tr>
<td>Male</td>
<td>65</td>
<td>49</td>
</tr>
</tbody>
</table>

AVERAGE AGE OF YOUTH SERVED: 17
PROJECT GOALS
1. To reduce 50 female delinquency risk factors by teaching a comprehensive Rites of Passage and La Familia Fuerte Education Program that equips youth and families with a sense of belonging and positive growth experiences.

2. Increase 50 female youth and parents awareness of community resources.

3. Provide safe learning environment for 50 female youth to explore their feelings and attitudes regarding peers, family, and loss of loved ones.

4. Reduce female involvement in the juvenile justice system.

PERFORMANCE MEASURES

<table>
<thead>
<tr>
<th>KEY RESULTS</th>
<th>MEASURES</th>
<th>TARGET</th>
<th>ACTUAL OUTCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase youth and parental life management skills.</td>
<td>Staff Observation/Parental Input/Written activities/Client Participation/Intake Assessment.</td>
<td>80%</td>
<td>96%</td>
</tr>
<tr>
<td>Maximize the number of youth successfully completing the program.</td>
<td>Successful completion rate.</td>
<td>90%</td>
<td></td>
</tr>
<tr>
<td>Maximize the number of program participants who can identify community resources.</td>
<td>Results of questionnaires and surveys.</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Minimize recidivism rate for youth successfully discharged from the program.</td>
<td>Referrals to the juvenile justice system one year after successful discharge.</td>
<td>10%</td>
<td>None of the program participants have been referred to the juvenile justice system.</td>
</tr>
<tr>
<td>Program participants will complete a 12 week session and be able to identify five community resources, their addresses and phone numbers.</td>
<td>Results of questionnaires and surveys.</td>
<td>80%</td>
<td>After completion of the four, 12-week cycles 96% of the program participants were able to identify five (5) community resources.</td>
</tr>
</tbody>
</table>

Projected Number of Youth to be Served: 50
Actual Number of Youth Served: 62

POPULATION BREAKDOWN OF CLIENTS SERVED

<table>
<thead>
<tr>
<th>ETHNICITY</th>
<th>NUMBER SERVED</th>
<th>PERCENTAGE (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>African American</td>
<td>4</td>
<td>6%</td>
</tr>
<tr>
<td>Anglo</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Hispanic</td>
<td>58</td>
<td>94%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GENDER</th>
<th>NUMBER SERVED</th>
<th>PERCENTAGE (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Female</td>
<td>62</td>
<td>100%</td>
</tr>
<tr>
<td>Male</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

AVERAGE AGE OF YOUTH REFERRED: 11

N/A = Not Applicable
Date: September 24, 2003

To: Dallas County Commissioners Court

From: Michael K. Griffiths, Director

Re: Foster Care Contracts for Fiscal Year 2004

BACKGROUND

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

During FY ‘98 the Texas Juvenile Probation Commission (TJPC) issued guidelines for foster homes managed by Juvenile Probation Departments. These guidelines were adopted from the Texas Department of Protective and Regulatory Services (TDPRS) Minimum Standards. In May 2000, the Foster Care Program was officially IV-E certified, and TJPC audits the program’s administrative records and the foster homes annually to ensure compliance with the standards. The most recent inspection by TJPC in August 2003 revealed full compliance.

Since FY’98 the Department has enacted renewable contracts, and these will be due for renewal in FY’05. TJPC standards allow for certification of foster homes for up to two 12-month periods. In preparation for FY’04 all providers were required to recertify, which included: personal history updates, facility inspections and performance reviews. Areas identified for improvement were noted in a developmental plan with target completion dates. A performance review of the foster homes is provided in Attachment 1.

Seven foster homes were previously certified by the Juvenile Board and approved by Commissioners Court (Attachment 2, Foster home list). Two of the homes, Davis and Sargent, were released due to poor performance. After completion of the internal review process the Dallas County Juvenile Department is recommending the recertification of five of the current foster homes. Staff have increased the capacity from 2 to 4 in the Akers and Chinn foster homes as a result of their performance. The Gonzales home has requested to provide services for males; they provided care for girls for the past five years. They will continue to provide services for girls at the higher Moderate Service Level until the pending homes for girls are certified.
The Dunbar home is being recommended to provide Moderate Care with supplemental services, due to their high skill level and consistency demonstrated in successfully managing youth with developmental delays, mental illness, physical aggression, and moderate to severe social and adaptive problems. The Dunbar home's placement capacity will remain at 4 male beds.

Two new foster homes have completed all requirements necessary for foster home certification, three more homes are pending certification contingent upon the outcome of home studies and training requirements.

The Juvenile Department requests authorization from the Commissioners Court to approve two new homes and recertify the existing five foster homes. The Bouldin home is a former MHMR Therapeutic foster home; they have experience in parenting youth with abuse issues, developmental delays, drug dependency, and mental retardation. The Bouldins will provide care for pregnant teens and teen mothers. The Page home will provide Moderate Level of Care for males requiring independent living training or transitional living housing. These new foster homes will also provide respite care for other foster families. The two new homes have met all requirements for certification in accordance with TJPC Recommended Guidelines for Foster Homes. The Juvenile Board was briefed on Monday, September 22, 2003 and approved the Department's recommendation for the certification of the new foster homes and the re-certification of the existing foster homes under the Foster Care Residential Contract.

LEVEL OF CARE SYSTEM

On August 27, 2003, the Texas Department of Protective and Regulatory Services (PRS) Board adopted a new classification system for Levels of Care (LOC) (Attachment 4) that categorizes the intensity of services provided to youth. This change became effective September 1, 2003. Previously there were six LOC that were reduced to four. Those four Service Levels and new reduced corresponding per diem rates for Foster Families are: Basic - $36.00; Moderate - $65.50; Specialized - $87.25 and Intense (Reserved for Residential Facilities Only).

Traditionally Foster Homes were certified to provide either LOC II, or LOC III services. An initial analysis of the new service level definitions suggests that our youth are at the Moderate Service Level. Our youth currently in placement classified as a LOC II under the former system will now be classified as Moderate. Staff have determined that all Foster Homes previously providing LOC II can now provide Moderate Care and those Homes providing LOC III services can now provide Moderate Care with supplemental services. This revision in Service Levels will be applied to the new and existing Foster Home contracts.
Our current contracted per diem rate for LOC II, now Moderate, is $45.00. Staff request that this rate remain the same for Moderate Care for fiscal year 2004. Our current contracted per diem rate for LOC III, now Moderate with additional services being supplemented by the Contractor, is $60.00. Staff request that this rate remain the same for fiscal year 2004.

OPERATIONAL IMPACT

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

A total of seven foster homes will be available for the placement of Juvenile Department youth with a total placement capacity of 34 beds. Moderate without additional therapeutic services will be provided by 4 homes with a placement capacity of 18 beds. Moderate with supplemental therapeutic services will be provided by 3 homes for a total of 16 beds.

LEGAL IMPACT

When foster care contracts were approved for FY 03, Juvenile Department staff revised the standard foster home contract to comply with requirements of the District Attorney’s office and Commissioners Court. The contract was reviewed by the District Attorney’s office and was approved as to form and content. Staff worked with the foster parents, District Attorney’s office and Risk Management staff of the Personnel Department to clarify worker’s compensation insurance requirements. Foster parents do not utilize any employees in providing the contract’s services, and the contracts are directly with the foster parents. Thus, they were unable to obtain worker’s compensation coverage since they have no employees. The contracts developed for foster parents contain language certifying that no employees will be used by the foster parents and state that use of employees without maintaining worker’s compensation insurance will result in immediate contract termination. None of the foster parents presented for contract approval will utilize employees.

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

Funding for this program is available from the Juvenile Department's Budget No. 5110. Additional funds are available from the Texas Juvenile Probation Commission FY 2004 grants. The Juvenile Department will continue its efforts to capture any reimbursable placement cost through the Title IV-E Federal Foster Care program.

PERFORMANCE MEASURES

Each home is evaluated regarding compliance with TJPC standards for Foster Homes, contractual compliance and Dallas County performance measures consisting of: length of stay, successful program completion rate, recidivism rates, and provision of aftercare services.

Attachment 1 summarizes the performance review for existing homes during the past year.

PROJECT SCHEDULE/IMPLEMENTATION

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

M/WBE INFORMATION

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

RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court approve the contracts with the seven Foster Homes for FY 2004, and authorize the County Judge to sign the contract documents on behalf of Dallas County.

Recommended by:

Michael K. Griffiths
Director of Juvenile Services
# PERFORMANCE REVIEW BY FOSTER HOME

<table>
<thead>
<tr>
<th>Foster Home</th>
<th>Yrs as Foster Parent</th>
<th>Current Census</th>
<th>ADP</th>
<th>ALS Month</th>
<th>Incident</th>
<th>Total Admits</th>
<th>M/F</th>
<th>Ethnicity</th>
<th>Average Age</th>
<th>Outcomes</th>
<th>Outcomes</th>
<th>Total Discharges</th>
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</thead>
<tbody>
<tr>
<td>Akers</td>
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<td>1</td>
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<td>0</td>
<td>6</td>
<td>4 B 1 C 0 H O</td>
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<td>0</td>
<td>1</td>
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<tr>
<td>Davis</td>
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<td>0</td>
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<td>5.5</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>1 B 1 C 0 H O</td>
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<td>1</td>
<td>1</td>
<td>0</td>
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<tr>
<td>Dunbar</td>
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<td>7</td>
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<td>0</td>
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<tr>
<td>Gonzales</td>
<td>14</td>
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<td>6.3</td>
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<td>0</td>
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<td>14.3</td>
<td>5</td>
<td>1</td>
<td>1</td>
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<tr>
<td>Chinn</td>
<td>1</td>
<td>2</td>
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<td>1</td>
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<td>16.0</td>
<td>0</td>
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<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>44</strong></td>
<td><strong>14</strong></td>
<td><strong>20</strong></td>
<td><strong>4.9</strong></td>
<td><strong>5</strong></td>
<td><strong>25</strong></td>
<td><strong>16</strong></td>
<td><strong>19 B 4 C 15 H O</strong></td>
<td><strong>14.9</strong></td>
<td><strong>20</strong></td>
<td><strong>5</strong></td>
<td><strong>2</strong></td>
</tr>
</tbody>
</table>

**Guide for Chart**
- B = Black
- C = Caucasian
- H = Hispanic
- O = Other

(October 2002 - September 2003)

Attachment -1
Juvenile Department
Foster Home List
Fiscal Year 2004

Akers, Gregory & Sheila  
(972)274-4019
1108 Rising Ridge Drive, DeSoto, Texas 75115

Chinn, Sharon  
(972)709-6309
406 Dawn Drive, Duncanville, Texas 75137

Davidson, Ray & Joyce  
(972)291-4830
827 Witherspoon Court, Cedar Hill, Texas 75104

Dunbar, Jerome & Phil  
(972)218-9791
703 Fox Glen Road, Lancaster, Texas 75146

Gonzalez, Adam & Maria  
(972)613-3170
4308 Serazan, Mesquite, Texas 75150

Foster Homes Pending Certification

Bouldin, Anthony & Johnnie  
(972)572-4991
315 Keasler, Duncanville, Texas 75116

Page, Percy & Betty  
(972)223-8251
2618 Wild Grove Lane, Lancaster, Texas 75146

Attachment - 2
Service Levels

000 – Descriptions

§B000 What is the description of the Basic Service Level?
The Basic Service Level consists of a normal family setting that is designed to maintain or improve the child's functioning.

§B001 What are the needs of a child at the Basic Service Level?
The child needs:
(1) routine guidance and supervision to ensure the child's safety and sense of security;
(2) affection, reassurance and involvement in activities appropriate to the child's age and development to promote the child's well-being;
(3) contact, in a manner that is deemed in the best interest of the child, with family members and other persons significant to the child to maintain a sense of identity and culture; and
(4) access to therapeutic, habilitative and medical intervention and guidance from professionals or para-professionals, on an as needed basis, to help the child maintain functioning appropriate to the child's age and development.

§B002 What are the characteristics of a child that needs the Basic Service Level?
(a) The child needing basic services is capable of responding to limit setting or other interventions used in a normal family setting.
(b) The characteristics of the child may include:
   (1) transient difficulties and occasional misbehavior;
   (2) acting out in response to stress, but episodes of acting out are brief; and
   (3) behavior that is minimally disturbing to others, but the behavior is considered typical for the child's age and can be corrected.
(c) The characteristics of a child with developmental delays or mental retardation may include minor to moderate difficulties with conceptual, social, and practical adaptive skills.

§M000 What is the description of the Moderate Service Level?
The Moderate Service Level consists of a structured supportive and preferably family like setting in which most activities are designed to improve the child's functioning.

§M001 What are the needs of a child at the Moderate Service Level?
(a) In addition to the needs described at the Basic Service Level, the child needs:
   (1) increased guidance and supervision to ensure the child's safety and sense of security;
   (2) affection, reassurance and involvement in structured activities appropriate to the child's age and development to promote the child's well-being;
(3) contact, in a manner that is deemed in the best interest of the child, with family members and other persons significant to the child to maintain a sense of identity and culture; and
(4) access to therapeutic, habilitative and medical intervention and guidance from professionals or para-professionals to help the child attain or maintain functioning appropriate to the child's age and development.

(b) The child with primary medical or habilitative needs may require intermittent interventions from a skilled caregiver who has demonstrated competence.

§M002 What are the characteristics of a child that needs the Moderate Service Level?
(a) The child needing moderate services has problems in one or more areas of functioning.
(b) The characteristics of the child may include:
   (1) frequent non-violent, anti-social acts;
   (2) occasional physical aggression;
   (3) minor self-injurious actions; and
   (4) difficulties that present a moderate risk of harm to self or others.
(c) The characteristics of a child who abuses alcohol, drugs, or other consciousness-altering substances may include:
   (1) substance abuse to the extent or frequency that the child is at risk of substantial problems; and
   (2) a historical diagnosis of substance abuse or dependency with a need for regular community support through groups or similar interventions.
(d) The characteristics of a child with developmental delays or mental retardation may include:
   (1) moderate to substantial difficulties with conceptual, social, and practical adaptive skills to include daily living and self care; and
   (2) moderate impairment in communication, cognition or expressions of affect.
(e) The characteristics of a child with primary medical or habilitative needs may include:
   (1) occasional exacerbations or intermittent interventions in relation to the diagnosed medical condition;
   (2) limited daily living and self care skills;
   (3) ambulatory with assistance; and
   (4) daily access to on-call, medically skilled caregivers.

§S000 What is the description of the Specialized Service Level?
The Specialized Service Level consists of a treatment setting in which caregivers have specialized training to provide therapeutic, habilitative and medical support and interventions.

§S001 What are the needs of a child at the Specialized Service Level?
(a) In addition to the needs described at the Moderate Service Level, the child needs:
   (1) twenty-four hour supervision that includes close monitoring and increased limit setting to ensure the child's safety and sense of security;
(2) affection, reassurance and involvement in therapeutic activities appropriate to the child’s age and development to promote the child’s well-being;
(3) contact, in a manner that is deemed in the best interest of the child, with family members and other persons significant to the child to maintain a sense of identity and culture; and
(4) therapeutic, habilitative and medical intervention and guidance that is regularly scheduled and professionally designed and supervised to help the child attain functioning appropriate to the child’s age and development.

(b) The child with primary medical or habilitative needs may require regular interventions from a caregiver who has demonstrated competence.

§5002 What are the characteristics of a child that needs the Specialized Service Level?
(a) The child needing specialized services has severe problems in one or more areas of functioning.
(b) The characteristics of the child may include:
   (1) unpredictable non-violent, anti-social acts;
   (2) frequent or unpredictable physical aggression;
   (3) being markedly withdrawn and isolated;
   (4) major self-injurious actions to include recent suicide attempts; and
   (5) difficulties that present a significant risk of harm to self or others.
(c) The characteristics of a child who abuses alcohol, drugs, or other consciousness-altering substances may include:
   (1) severe impairment because of the substance abuse; and
   (2) a primary diagnosis of substance abuse or dependency.
(d) The characteristics of a child with developmental delays or mental retardation may include:
   (1) severely impaired conceptual, social, and practical adaptive skills to include daily living and self care;
   (2) severe impairment in communication, cognition or expressions of affect;
   (3) lack of motivation or the inability to complete self care activities or participate in social activities;
   (4) inability to respond appropriately to an emergency; and
   (5) multiple physical disabilities including sensory impairments.
(e) The characteristics of a child with primary medical or habilitative needs may include:
   (1) regular or frequent exacerbations or interventions in relation to the diagnosed medical condition;
   (2) severely limited daily living and self care skills;
   (3) non-ambulatory or confined to a bed; and
   (4) constant access to on-site, medically skilled caregivers.
§1000 What is the description of the Intense Service Level?
The Intense Service Level consists of a high degree of structure to limit the child’s access to environments as necessary to protect the child. The caregivers have specialized training to provide intense therapeutic and habilitative supports and interventions with limited outside access.

§1001 What are the needs of a child at the Intense Service Level?
(a) In addition to the needs described at the Specialized Service Level, the child needs:

1. twenty-four hour supervision, including frequent 1 to 1 supervision, where the child can be seen and heard at all times to ensure the child’s safety and sense of security;
2. affection, reassurance and involvement in therapeutic activities appropriate to the child’s age and development to promote the child’s well-being;
3. contact, in a manner that is deemed in the best interest of the child, with family members and other persons significant to the child, to maintain a sense of identity and culture;
4. therapeutic, habilitative and medical intervention and guidance that is frequently scheduled and professionally designed and supervised to help the child attain functioning more appropriate to the child’s age and development; and
5. consistent and frequent attention, direction, and assistance to help the child attain stabilization and connect appropriately with the child’s environment.

(b) The child with developmental delays or mental retardation needs professionally directed, designed and supervised interventions to enhance mobility, communication, sensory, motor, and cognitive development, and self-help skills.

(c) The child with primary medical or habilitative needs may need frequent and consistent interventions. The child may be dependent on people or technology for accommodation and require interventions designed, monitored or approved by an appropriately constituted interdisciplinary team.

§1002 What are the characteristics of a child that needs the Intense Service Level?
(a) The child needing intense services may be extremely aggressive or self destructive. The behavior presents an imminent, severe danger of harm to self or others.

(b) The characteristics of the child may include:

1. extreme physical aggression that causes harm;
2. recurring major self – injurious actions to include serious suicide attempts;
3. other difficulties that present a critical risk of harm to self or others; and
4. severely impaired reality testing, communication skills, cognitive, affect, or personal hygiene.

(c) The characteristics of a child who abuses alcohol, drugs, or other consciousness-altering substances may include a primary diagnosis of substance dependency in addition to being extremely aggressive or self destructive.
(d) The characteristics of a child with developmental delays or mental retardation may include:
   (1) impairments so severe in conceptual, social, and practical adaptive skills that the child's ability to actively participate in the program is limited and requires constant 1 to 1 supervision for the safety of self or others; and
   (2) a consistent inability to cooperate in self care while requiring, constant 1 to 1 supervision for the safety of self or others.

(e) The characteristics of a child with primary medical or habilitative needs may include:
   (1) frequent acute exacerbations and chronic, intensive interventions in relation to the diagnosed medical condition;
   (2) unable to perform daily living or self care skills; and
   (2) requires 24 hour on – site, medical supervision to sustain life support.

100 Supervision

§B100 What type of supervision is provided to a child at the Basic Service Level?
The caregiver provides a normal family setting that is designed to maintain or improve the child’s functioning by:
   (1) establishing clear rules appropriate to the developmental and functional levels of the child;
   (2) establishing a clear system of rewards and consequences; and
   (3) supervising a child through guidance to ensure the child’s safety and sense of security.

§M100 What type of supervision is provided to a child at the Moderate Service Level?
(a) The caregiver provides supervision that is required at the Basic Service Level with additional structure and support and preferably in a family like setting. The supervision should include structured daily routines with limit setting.
(b) For a child with developmental delays, mental retardation, primary medical or habilitative needs, the caregiver provides regular daily supervision.
(c) For a child with primary medical or habilitative needs the caregiver provides, as appropriate, intermittent interventions which typically consist of verbal guidance, assistance, and monitoring from a caregiver.

§S100 What type of supervision is provided to a child at the Specialized Service Level?
(a) In addition to the supervision required at the Moderate Service Level, the provider also has:
   (1) a written policy statement describing how supervision is provided and explaining how the program is structured to stabilize or improve the child’s functioning;
   (2) specialized training to provide therapeutic and habilitative support and interventions in a treatment setting;
(3) an adequate number of caregivers available at all times to meet a child’s needs, taking into account the child’s age, medical, physical and mental condition, and other factors that affect the amount of supervision required; and
(4) written plans for the direct, continuous observation of a child who presents a significant risk of harm to self or others.

(b) For a child with developmental delays or mental retardation the caregiver provides close daily supervision.
(c) For a child with primary medical or habilitative needs the caregiver provides constant supervision and, as appropriate, extensive intervention which typically consists of physical intervention, assistance, and monitoring from a caregiver.

§100 What type of supervision is provided to a child at the Intense Service Level?
(a) In addition to the supervision required at the Specialized Service Level, the provider also has:
(1) caregivers with specialized training to provide intense therapeutic and habilitative support and interventions and the ability to provide a high degree of structure and to limit the child's access to environments as necessary to protect the child; and
(2) an adequate number of caregivers available to provide twenty-four hour supervision.
(b) For a child with developmental delays or mental retardation the caregiver provides twenty-four hour supervision.
(c) For a child with primary medical or habilitative needs the caregiver provides twenty-four hour close supervision and, as appropriate, frequent and continuous interventions which typically consist of hands-on physical intervention, assistance, and monitoring from a caregiver.

101 Child-To-Caregiver Ratio

§B101 What child-to-caregiver ratio must be provided for a child at the Basic Service Level?
The child-to-caregiver ratio must meet the applicable licensing standards.

§M101 What child-to-caregiver ratio must be provided for a child at the Moderate Service Level?
The child-to-caregiver ratio must meet the applicable licensing standards.

§S101 What child-to-caregiver ratio must be provided for a child at the Specialized Service Level?
(a) The child-to-caregiver ratio must meet the applicable licensing standards.
(b) There must be a written staffing plan documenting the ability to provide awake caregivers throughout the night whenever necessary to meet the needs of a particular child.
§101 What child-to-caregiver ratio must be provided for a child at the Intense Service Level?
(a) During all waking hours the child-to-caregiver ratio must be no more than 5-1.
(b) During sleep hours the child-to-caregiver ratio must meet the applicable licensing standards.
(c) There are enough caregivers, including awake night caregivers, to supervise each child 24 hours a day. To this end, the conditions specified below in this subsection are satisfied.

(1) The staffing patterns and assignments are documented in writing. The documentation includes the child-to-caregiver ratios, hours of coverage, and plans for providing backup caregivers in emergencies.
(2) The written staffing plan documents the ability to provide 1 to 1 child to caregiver ratio for twenty-four hours whenever necessary to meet the needs of a particular child.

200 – Medical

§B200 What medical and dental services are provided to a child at the Basic Service Level?
The caregiver:

(1) arranges for medical and dental services as determined by an agreement between the caregiver and PRS. The medical and dental services include routine services, annual check-ups, and services that are medically necessary;
(2) documents in the child’s record that the child received these services; and
(3) ensures that all the medications the child needs are administered as prescribed by the physician.

§M200 What medical and dental services are provided to a child at the Moderate Service Level?
The caregiver arranges for or ensures the same medical and dental services that are required at the Basic Service Level. In addition, for a child:

(1) receiving psychotropic medication, the child’s condition must be monitored by a physician, as often as clinically necessary and appropriate; and
(2) with developmental disabilities, mental retardation, primary medical or habilitative needs the caregiver also arranges, as appropriate, for:
   (A) licensed nursing services;
   (B) assistance with mobility; and
   (C) routine adjustment or replacement of medical equipment.

§S200 What medical and dental services are provided to a child at the Specialized Service Level?
(a) The provider arranges for or ensures the same medical and dental services that are required at the Moderate Service Level.
(b) In addition, the provider has a written plan, agreement, or contract with medical personnel to provide routine medical, nursing and psychiatric services based on the needs of the child as identified in the child’s service plan. The plan
or agreement for medical, nursing and psychiatric services shall include provisions for timely access to services in emergencies. The plan or agreement must also be sufficient to ensure appropriate monitoring of chronic but stable physical illnesses.

(c) For a child with developmental disabilities, mental retardation, primary medical or habilitative needs the provider also arranges, as appropriate, for:
   (1) consistent and frequent medical attention;
   (2) skilled caregiver to provide medical assistance;
   (3) an on-call nurse to be available;
   (4) assistance with mobility; and
   (4) administering of life-support medications and treatments.

§1200 What medical and dental services are provided to a child at the Intense Service Level?
(a) The provider arranges for or ensures the same medical and dental services that are required at the Specialized Service Level.
(b) In addition, the provider has a written plan, agreement, or contract with medical personnel to provide twenty-four hour, on-call medical, nursing and psychiatric services based on the needs of the child as identified in the child’s service plan. The plan or agreement for medical, nursing and psychiatric services shall include provisions for timely access to services in emergencies. The plan or agreement must also be sufficient to ensure appropriate monitoring of chronic illnesses.
(c) For a child with developmental disabilities, mental retardation, primary medical or habilitative needs the provider also arranges, as appropriate, for:
   (1) twenty-four hour medical or nursing supervision;
   (2) 24 hour availability of nursing, medical, and psychiatric services; and
   (3) 1 to 1 supervision during the provision of medical and dental services.

300 Recreation

§B300 What recreational and leisure-time services are provided to a child at the Basic Service Level?

The caregiver:
(1) ensures that opportunities to participate in community activities, such as school sports or other extracurricular school activities, church activities, or local social events, are available to the child; and
(2) organizes family activities that identify, recognize and reinforce the support that is available to the child.

§M300 What recreational and leisure-time services are provided to a child at the Moderate Service Level?

In addition to the recreation and leisure-time services required at the Basic Service Level, the caregiver also:
(1) arranges and supervises structured daily routines for the child that includes recreational and leisure-time activities;
(2) ensures the activities are designed to meet the child’s therapeutic, developmental, and medical needs;
(3) documents the daily routine and the recreational and leisure-time activities the child participated in;
(4) allows enough flexibility in the daily routine and the activities for the child to manage his time based on his individual goals; and
(5) provides activities that are modified to meet any restrictions or limitations, due to a child's developmental disability, mental retardation, or medical condition.

§S300 What recreational and leisure-time services are provided to a child at the Specialized Service Level?
(a) In addition to the recreation and leisure-time services required at the Moderate Service Level:
   (1) the structured daily routine and the recreational and leisure-time activities are designed by an interdisciplinary team of professionals qualified to address the needs of the children in care; and
   (2) the therapeutic value of each activity based on the child's service plan is documented.
(b) If the child has primary medical or habilitative needs, recreational and leisure-time activities may require medical and physical supports.

§I300 What recreational and leisure-time services are provided to a child at the Intense Service Level?
(a) In addition to the recreation and leisure-time services required at the Specialized Service Level, an individualized plan is designed by an interdisciplinary team of professionals who are qualified to address the child's individual needs. The individual recreation plan must specify the structured daily routine and the recreational and leisure-time activities and must be included in the child's service plan.
(b) If the child has primary medical or habilitative needs, the recreational and leisure-time activities may require 1 to 1 medical and physical supports.

400 – Education

§B400 What educational services are provided to a child at the Basic Service Level?
(a) Access to a free and appropriate education within the limits of state and federal law is arranged and ensured for each child.
(b) Reasonable support and assistance will be provided for each child who qualifies as a special education student under the Individual with Disabilities Education Act to ensure that the appropriate educational and related services, including Early Childhood Intervention, are available in the least restrictive environment appropriate. This may include the necessity to participate in the Admission, Review and Dismissal Committee to develop the Individual Education Plan explaining how the student will be educated.

§M400 What educational services are provided to a child at the Moderate Service Level?
In addition to the educational services required at the Basic Service Level, additional structure and educational support is provided.
§S400 What educational services are provided to a child at the Specialized Service Level?
In addition to the educational services required at the Moderate Service Level, the provider must also:
(1) coordinate the child’s educational and related services with the child’s service plan, and document their consistency;
(2) designate a liaison with the child’s school;
(3) document the liaison’s involvement in the child’s schooling;
(4) document:
   (A) a written description of the relationship between the provider and the school district; or
   (B) a written agreement between the provider and the school district:
      (i) outlining the responsibilities of each party; and
      (ii) including procedures for resolving conflicts.

§I400 What educational services are provided to a child at the Intense Service Level?
In addition to the educational services required at the Specialized Service Level, 1 to 1 support, as appropriate, is provided by caregivers knowledgeable and trained to deal with the child’s special needs and to encourage the child to participate in the education process.

§B401 What type of school does a child need at the Basic, Moderate, Specialized and Intense Service Levels?
A child needs:
(1) a public school accredited by the Texas Education Agency (TEA);
(2) a special “nonpublic-school” with an educational program approved by TEA;
(3) a private or other nonpublic school accredited under the requirements of the Texas Private School Accreditation Commission (TPSAC); or
(4) a private or other nonpublic school that has applied for accreditation under the requirements of TPSAC.

500 Casework and Support Services

§B500 What casework and support services are provided at the Basic Service Level?
Services that are designed to maintain and improve the child’s functioning are provided in a normal family setting. These services include:
(1) assistance and support in developing or maintaining social skills appropriate to the child’s age and development;
(2) affection, reassurance and involvement in activities appropriate to the child’s age and development to promote the child’s well-being;
(3) support in helping the child adjust to the current placement; and
(4) access to therapeutic, habilitative and medical support addressing the child’s particular needs, as specified in the child’s service plan. If therapeutic habilitative and medical support services are provided they must be documented.

§M500 What casework and support services are provided at the Moderate Service Level?
(a) In addition to the casework and support services that are required at the Basic Service Level, additional structure and support is provided in a family like setting.
(b) The provider also ensures:
   (1) all caregivers receive support and direction from someone who is qualified to supervise their functioning as a caregiver;
   (2) completion of a diagnostic assessment on each child within 40 days of admission.
The assessment must address the child’s strengths and needs in the following areas:
   (A) physical;
   (B) psychological;
   (C) behavioral;
   (D) family;
   (E) social; and
   (F) educational;
   (3) provision of intermittent therapeutic, habilitative and medical interventions in an environment designed to help the child attain or maintain functioning appropriate to the child’s age and development;
   (4) provision of individual, group, and family therapy for those children who need therapy by:
      (A) professional therapists or counselors; or
      (B) para-professional staff under the direct supervision of professional therapists or counselors; and
   (5) documentation of:
      (A) the provider’s philosophy and program model governing therapeutic interventions and treatments;
      (B) the therapeutic or habilitative program addressing the child’s individual needs; and
      (C) a written schedule of structured daily routines that is consistent with the provider’s programs of therapeutic support.
(c) If the child qualifies for substance abuse services, the provider arranges for a substance abuse assessment and intensive therapeutic interventions. The therapeutic interventions may be provided on an outpatient basis and may include individual, family, or group therapy.

§S500 What casework and support services are provided at the Specialized Service Level?
(a) In addition to the casework and support services that are required at the Moderate Service Level, the following services are provided:
(1) therapeutic, habilitative and medical interventions that are regularly scheduled, and professionally designed and supervised to help the child attain functioning appropriate to the child's age and development; and
(2) individual, group, and family therapy by professional therapists or counselors for those children who need therapy.

(b) if the child qualifies for substance abuse services, the provider arranges for the child to participate in a substance abuse treatment program. The program may be either residential or nonresidential.

§1500 What casework and support services are provided at the Intense Service Level?
In addition to the casework and support services required at the Specialized Service Level, the child is provided with frequent and intense therapeutic, habilitative and medical interventions that are individually designed to stabilize the child's condition.

501 - Service Plans

§B501 What are the service plan requirements at the Basic Service Level?
(a) A service plan must be developed within 40 calendar days of the child's admission.
(b) The service plan must be based on the child's plan for permanency.
(c) The service plan must identify strengths and document strategies to address the child's:
   (1) medical and dental needs;
   (2) developmental, educational and vocational needs, including life skills appropriate to the child's age and development;
   (3) family contact needs;
   (4) social needs; and
   (5) emotional needs.
(d) The caregiver and the child, as appropriate, actively participate in the development, implementation, and periodic review of the service plan.
(e) The provider must periodically review service plans according to the appropriate licensing standard.

§M501 What are the service plan requirements at the Moderate Service Level?
In addition to the service plan requirements at the Basic Service Level, the provider must:
(1) have a case manager to coordinate implementation of the service plan;
(2) develop a service plan based on the diagnostic needs assessment for each child within 40 calendar days of the child's admission. This plan must include:
   (A) an estimate of the length of time the child will remain in care;
   (B) a description of the goals of service;
   (C) specific instructions for caregivers;
   (D) a transition plan; and

Attachment - 4
(E) documentation of:
   (i) the plan having been shared with the child and the child’s parents or managing conservator; and
   (ii) the child’s care to date; and

(4) when reviewing a service plan:
   (A) evaluate the services to date that have been provided to the child in each domain or function; and
   (B) identify any additional need that has arisen since the previous service plan was developed.

§501 What are the service plan requirements at the Specialized Service Level?
In addition to the service plan requirements at the Moderate Service Level, an initial service plan for each child is developed within 72 hours of the child’s admission. The diagnostic needs assessment and service plan for each child are developed by:

   (1) an interdisciplinary team; or
   (2) a full-time staff member with three years of experience in treating children with similar characteristics who has:
      (A) a master’s degree in a mental health field from an accredited college or university; or
      (B) a professional medical license.

§501 What are the service plan requirements at the Intense Service Level?
In addition to the service plan requirement at the Specialized Service Level, the provider must also:

   (1) expand the service plan to cover all of the child’s waking hours and include:
      (A) a description of the emotional, behavioral, and physical conditions that require Intense services;
      (B) a description of the emotional, behavioral, and physical conditions the child must achieve and maintain to be assigned to a lower Service Level;
      (C) a description of the special treatment program and other services and activities that are planned to help the child achieve and maintain a condition allowing a lower Service Level; and
      (D) criteria for re-evaluating the child’s condition after 90 days and deciding whether to:
         (i) continue the placement at the Intense Service Level;
         (ii) continue the placement at a lower Service Level;
         (iii) transfer the child to a less restrictive setting; or
         (iv) refer the child to an inpatient hospital; and

   (2) ensure that an interdisciplinary team of professionals develop, review, and supervise each child’s service plan.
§B502 What are the training requirements at the Basic Care Level?
Each caregiver must receive at least 15 hours of training every year to help them:
(1) understand the needs and characteristics of children in care;
(2) provide the care and emotional support that children need; and
(3) appropriately manage children's behavior.
Note: First-aid and cardiopulmonary-resuscitation training cannot be counted toward meeting this annual training requirement.

§M502 What are the training requirements at the Moderate Service Level?
(a) In addition to the training requirements at the Basic Service Level, each caregiver must receive pre-service training in areas appropriate to the needs and characteristics of children in care.
(b) The number of hours of annual training required at the Moderate Service Level is 30 hours. These hours of training must also help the caregiver understand the provider's:
(1) therapeutic and habilitative treatment modalities;
(2) service programming; and
(3) behavior management programs.
Note: Pre-service, first-aid and cardiopulmonary-resuscitation training may not be counted towards meeting this annual training requirement.
(c) All caregivers who administer psychotropic medications must receive training on psychotropic medications.
(1) The training must meet the following requirements:
(A) a licensed physician, a registered nurse, or a pharmacist conducts the training;
(B) the trainer assesses each participant, after the training, to ensure that the participant has learned the course content; and
(C) the training course provided to caregivers covers:
(i) identification of the psychotropic medications;
(ii) basic pharmacology — the actions and side effects of, and possible adverse reactions to, various medications;
(iii) techniques and methods of administering medications; and
(iv) related policies and procedures.
(2) The training received on psychotropic medication may be counted toward the annual training requirement.
(3) A provider will be exempt from this training requirement if the provider has a written policy statement specifying that the provider does not accept or maintain children on psychotropic medications.

§S502 What are the training requirements at the Specialized Service Level?
(a) In addition to the training requirements at the Moderate Service Level, new caregivers without previous experience in a residential childcare setting, including foster homes, may not be assigned sole responsibility for any child until the new caregiver has been supervised for at least 40 hours while conducting direct child-care duties. An experienced caregiver must be physically available to
each new caregiver at all times, until the new caregiver acquires the supervised experience. The provider must document the supervised child-care experience of every caregiver who provides direct care to children. (b) The number of hours of annual training required at the Specialized Service Level is:

(1) all caregivers, except caregivers in foster homes verified by child-placing agencies, must receive 50 hours of training each year; and
(2) caregivers in foster homes verified by child-placing agencies must meet the following requirements:
(A) for homes with two or more caregivers, each caregiver must receive at least 30 hours of training; and
(B) for homes with one caregiver, the caregiver must receive at least 50 hours of training.

§502 What are the training requirements at the Intense Level of Service? The training requirements are the same as for the Specialized Service Level.

§503 Personnel

§B503 What are the personnel requirements at the Basic Service Level? Providers must ensure that all caregivers and staff members meet all appropriate licensing and contract requirements.

§M503 What are the personnel requirements at the Moderate Service Level? (a) In addition to the personnel requirements at the Basic Service Level, the provider must also meet the following requirements:
(1) the staff includes at least one case manager;
(2) the casework and clinical supervisory staff have at least one year of experience in providing services to children who have been removed from their homes; and
(3) each staff member with primary administrative and clinical responsibility for managing the therapeutic interventions and programs:
(A) is a psychiatrist; or
(B) is a psychologist; or
(C) has a master's degree in social work or another field of human services, and is an appropriately licensed and qualified para-professional or professional under the program model governing the provider's therapeutic interventions and treatments; or
(D) has a bachelor's degree in social work or another field of human services, and at least three years of experience in providing care to children who have been removed from their homes; or
(E) has a bachelor's degree in a field other than human services, and at least five years of experience in providing care to children who have been removed from their homes, including at least two years of clinical supervisory experience.
(b) Interventions, such as individual, group, and family therapy are conducted by professional therapists or para-professional staff under the direct supervision of professional therapists. To demonstrate compliance with this standard, either:

(1) the provider meets TCADA's licensing requirements for residential facilities that treat adolescent substance abuse; or

(2) the provider:

(A) documents the treatment-plan strategies developed for, and the hours of therapeutic services and types of intervention provided to, the children in care;

(B) documents the number of para-professional or professional staff scheduled to provide therapeutic interactions;

(C) has enough appropriately qualified para-professional or professional staff available on a full-time, part-time, or consulting basis to assess and address the needs of all the children in care;

(D) has a professional-staffing plan that:

(i) includes a detailed description of the qualifications, responsibilities, and authority of every para-professional or professional position;

(ii) indicates whether each such position is filled on a full-time, part-time, or consulting basis; and

(iii) specifies the frequency and hours of service for each position; and

(E) has ensured that the professional-staffing plan assigns responsibilities for conducting diagnostic assessments, developing and reviewing service plans, and providing treatment services.

S§503 What are the personnel requirements at the Specialized Service Level?
In addition to the personnel requirements at the Moderate Service Level, the provider arranges individual, group, and family therapy conducted by professional therapists for children who need therapy.

S§1503 What are the personnel requirements at the Intense Service Level?
In addition to the personnel requirements at the Specialized Service Level, the provider ensures that:

(1) a physician recommends and approves services at the time of the initial diagnosis and at each review; and

(2) the individual treatment program is developed by an interdisciplinary team to address the child’s intense needs.
Date: September 15, 2003

TO: Commissioners Court

Through: Chris Thompson, Director Communications & Central Services

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

Subject: Offsite Storage & Service Agreement for non-paper records

BACKGROUND OF ISSUE

In the FY 2003 budget, Commissioners Court approved for Records Management to arrange for offsite storage of microfilm and digital data that cannot be stored at the Records Center due to environmental storage requirements.

At least one county department has requested storage for their digital backup records through Records Management. The Treasurer’s office has requested we store 10 boxes of backup CDs which is less than the minimum priced amount.

Records Management contacted several local offsite storage companies to get pricing and service requirements (Tindall Records Storage, Corporate Records Management, Iron Mountain Records Management and Recall Total Information Management). Since a service agreement/contract must be signed, the agreement from the lowest bidder was forwarded to the Civil DA for review. The company did not agree to changes requested by the Civil DA, so the second lowest bidder was contacted.

The attached agreement is acceptable to both the Civil DA and the vendor (Corporate Records Management).

IMPACT ON OPERATIONS

This agreement allows backup digital and or microfilm copies of vital county data to be stored offsite in a secure and climate controlled environment. For security reasons, these backup copies must be stored at a different location than the active data.

509 Main Street    Suite 608    Dallas, Texas 75202
Records Management as part of their services to the county departments will manage all materials stored as part of this agreement. Each box will be coded and tracked in the Records Management database.

LEGAL INFORMATION

The Civil DA has reviewed and approved the attached agreement.

All four bidders are bonded and insured. All four bidders follow appropriate National Fire Protection Agency standards and city codes regarding records storage facilities.

FINANCIAL IMPACT

Since the dollar amount was under $500, Records Management obtained the bids and provided copies to the Purchasing Department. A requisition has been created to encumber the FY2003 funds.


The annual cost for the minimum volume is under $500.

RECOMMENDATION

Staff recommends that the agreement for offsite storage of digital and microfilm data be approved.
DALLAS COUNTY
PURCHASING DEPARTMENT

September 30, 2003

TO: The Honorable Commissioners Court

FROM: Scott McDowell, Senior Buyer

SUBJECT: Contract Extension for Bid No. 2002-015-1011, Annual Contract for Delivery and
Courier Services

BACKGROUND/ISSUE

On November 6, 2001, the Dallas County Commissioners Court awarded Bid No. 2002-015-1011,
Annual Contract for Delivery and Courier Services, to US Courier, Inc. The Commissioners Court
extended this contract for an additional twelve month period on October 15, 2002 and there is one more
twelve month option to extend this contract. The contract is managed by the Communications and
Central Services Department and provides for the pick up of Court documents from the Constable and
Justice of the Peace offices. US Courier, Inc. has provided good service during the contract and the
Communications and Central Services Department is requesting that the contract be extended for it’s
final twelve month period. US Courier has agreed to extend the contract for the final twelve month
period under the original terms and conditions of the Bid.

INSURANCE AND MWBE REQUIREMENTS

US Courier, Inc. is currently in compliance with insurance requirements and a Vendor Statistical Report
is attached for the Court’s review.

FINANCIAL IMPACT

The estimated annual cost of this contract is $25,000.00 and funding is available in FY04 General Fund.

RECOMMENDATION

US Courier, Inc. has provided good service and has agreed to extend the contract. The Purchasing
Department, in conjunction with the Communication and Central Services Department, recommends the
extension of Bid No. 2002-015-1011, Annual Contract for Delivery and Courier Services, to US Courier,

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

RECOMMENDED FOR APPROVAL

[Signature]

Phillip J. Vasquez, Purchasing Director/sm

509 Main Street, Suite 623
6th Floor Records Building
Dallas, Texas 75202-4616

Office (214) 653-7431
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- Non-Minority Owned Firm

**Signature/Date:**

Stacy Martin, Operations Manager

[Handwritten Signature]
09-11-03

Scott McDowell
Dallas County Purchasing

Scott,

Per our phone conversation today, US Courier would like the opportunity to extend our contract for JP/Constables courier service for the next contracting year. We appreciate the opportunity to provide this efficient, cost effective service and welcome any additional questions you may have.

Regards,

Stacy Martin
Operations Manager
US Courier, Inc.
214-358-0872
smartin@uscouriertexas.com
September 30, 2003

TO: The Honorable Commissioners Court
FROM: Scott McDowell, Senior Buyer
SUBJECT: Extension of RFP No. 96-219, Request for Proposal for Collection Services

BACKGROUND/ISSUE

On March 25, 2003, the Commissioners Court authorized a three month extension of RFP No. 96-219, Request for Proposal for Collection Services, with Municipal Services Bureau. The term of the extension was from 3/15/03 to 6/14/03. The purpose of the extension was to provide adequate time to evaluate proposals received against RFP No. 2003-049-1285, Request for Proposal for Collection Services. On June 3, 2003, the Commissioners Court was briefed regarding the recommendation to award RFP No. 2003-049-1285 to Municipal Services Bureau. At that time it was decided that a separate contract needed to be developed in order to supplement the RFP requirements. This process has taken longer than expected and it is anticipated it will be complete sometime in October 2003. When this process is complete, the Court will be re-briefed on this matter and presented with a recommendation to approve the contract.

Municipal Services Bureau has continued providing collection services to Dallas County under the terms and conditions of RFP No. 96-219 (the original contract). A Court Order to extend the original contract (96-219) from 6/15/03 through the present time has never been submitted to Commissioners Court for consideration. This briefing is recommending an extension of RFP No. 96-219 from 6/15/03 through 10/31/03 (or until the new contract is awarded). Although no invoices have been submitted for successful collections during this time (6/14/03-present), it is anticipated that some residual collections might be invoiced at a later date.

INSURANCE AND MWBE REQUIREMENTS

There are no insurance requirements for RFP No. 96-219 and a Vendor Statistical Report is attached for the Court’s review.

FINANCIAL IMPACT

At this time, there have been no payments made to Dallas County for any collections made during the time from 6/15/03 to the present.

RECOMMENDATION

The Purchasing Department recommends the extension of RFP No. 96-219, Request for Proposal for Collection Services, to Municipal Services Bureau for a period from 6/15/03 until the new contract becomes effective.

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

RECOMMENDED FOR APPROVAL

Phillip P. Vazquez, Purchasing Director

509 Main Street, Suite 623
6th Floor Records Building
Dallas, Texas 75202-4616
Office (214) 653-7431
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DALLAS COUNTY
PURCHASING DEPARTMENT

September 30, 2003

TO: The Honorable Commissioners Court
FROM: Linda Boles, Purchasing Analyst
SUBJECT: Annual Contract for Hospital Guard Service for the Sheriff’s Department, Bid #2003-103-1347

Background/Issue
On July 31, 2003, by authorization of the Commissioners Court solicitations were opened for the aforementioned contract. In an effort to reduce County expenditures with respect to jail overtime/staffing, a solicitation was developed seeking the services of a professional company to perform hospital guard services for County inmates transported to local Dallas County hospitals based on an as needed 24/7 hourly basis. The Purchasing Department received eight (8) responsive proposals to the solicitation request. The responses are as follows:

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<th>Company</th>
<th>Cost/Hr</th>
<th>Est. Annual Contract</th>
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<tr>
<td>Comsec Security Agency/dba United Protection &amp; Safety</td>
<td>$14.56</td>
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<td>Priority Asset Protection, Inc.</td>
<td>$17.59</td>
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<td>Greer’s Investigations &amp; Security</td>
<td>$18.50</td>
<td>$621,600.00</td>
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<tr>
<td>Crescent Guardian, Inc.</td>
<td>$20.75</td>
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<td>Ruiz Protective Services, Inc.</td>
<td>$21.09-$39.52</td>
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<td>D&amp;R Security &amp; Investigation Services, Inc.</td>
<td>$22.55</td>
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<td>Ameritex Guard Services</td>
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<tr>
<td>Whelan Security Co. Inc.</td>
<td>$45.00</td>
<td>$1,512,000.00</td>
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*rate based on a sliding scale with initial hourly rate of $39.52 until guarantee 6720 hours reached. After which each additional hour charged will be reduced by $0.01/hr. The $21.09/hour rate begins at 33,544 hours of service performed until the County’s estimated 33,600 hours/yr are reached.

Due to the uniqueness of the bid and its requirements, a pre-bid conference was held. Some of the requirements of the bid included, but not limited to: all guards being TCLOSE trained and licensed, providing a 24/7 on-site coordinator at no additional cost and submitting five references based on 1 year’s experience with two of the references being of similar size, scope and nature to that being requested in the bid solicitation. Based on the documentation submitted by the eight firms, none of the eight vendors met the County’s 1 year experience requirement for having something of similar responsibilities in size, scope and nature.

In addition, staff (Purchasing, Sheriff, and Budget Office) conducted clarification interviews with some of the firms to ensure that each firm understood, complied and factored their bid prices accordingly. As result of the clarification meetings with Comsec Security Agency and Priority Asset Protection, Inc. the firms found they could not comply with the county’s requirements and/or honor their prices as submitted. Thus, they have requested to withdraw their bids.

Greer’s Investigations & Security has stated that they understood the scope of work and priced their proposal accordingly. They indicated that they currently have 11-12 TCLOSE licensed guards and intended to seek out the County’s pool of current guards used for this program. In addition, it is their intent to utilize the County Sheriff’s TCLOSE training course to have an overall pool of approximately 45-50 licensed guards for use should they secure this contract. The references submitted by Greer’s proved to be satisfactory with the exception of having something of similar size, scope and nature to that the County is requesting.
Based on Greer’s submitted proposal and the clarification meeting, the Sheriff’s Department considers Greer’s Investigation & Security capable of performing the service requirements established in Bid #2003-103-1347. As a result, they recommend award of the contract to the firm.

**Legal Issues**
The terms and conditions of Bid #2003-103-1347 state that the Commissioners Court has the authority to determine compliance and to waive technicalities or irregularities to make award in the best interest of Dallas. Therefore, it is recommended that the Commissioners waive the reference requirement that requires all the companies lack of compliance for having a reference with 1 years of similar size, scope and nature to that being requested and accept. In addition, it is requested that the Commissioners Court accept Greer’s written clarification statements regarding various bid contractual requirements as part of their bid response (see insert).

**Financial Impact**
Should the Commissioners Court authorize award to Greer’s Investigations & Security, Dallas County will spend approximately $621,600.00 per year based on the projected 33,600 estimated manhours of service.

**Recommendation**
Historically, the Purchasing Department would recommend cancellation of the contract due to non-compliance by all vendors thus requiring the bid to be revised and/or re-solicited. However, due to the specialize nature of this of contract (Hospital Guard Service) and as a result of all eight firms lack of compliance with reference requirement, it is the Purchasing Department’s belief that re-soliciting the contract would not prove beneficial and in Dallas County’s best interest. In addition and in an effort to expedite a cost-savings to Dallas County through the outsourcing of this service, the Purchasing Department (in conjunction with the Sheriff’s Department) recommend award to Greer’s Investigations & Security. In addition, the Sheriff’s Department has indicated that they will add additional TCLOSE training classes for the sole purpose of executing the outsourcing of this contract.

Should the Court concur with the aforementioned award recommendation an Award Court Order will be scheduled for the October 6, 2003 Formal Agenda.

Recommended for approval by:

[Signature]
Phillip J. Vasquez, Purchasing Director
From: Darryl Thomas
To: Linda Boles
Date: Wed, Sep 24, 2003 11:27 AM
Subject: Parkland Guard Contract

Linda, per discussion with the Sheriff and Chief Porter we are recommending that vendor #3 (Greer) be awarded the Parkland Guard Contract.

Our FY2004 Draft Budget shows only $617,459($573,580 plus $43,876 FICA) for Parkland Guards. Hopefully, the our budget will reflect the contract amount of $621,600.

Thanks for your help!

CC: Gary Lindsey; Lana Porter
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Signature/Name: Charles O. Johnson  
Typed Name and Title: V.P. OF OPERATIONS
MEMORANDUM

TO: Commissioners Court

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

SUBJECT: MEYERS ROAD/MACARTHUR BOULEVARD PROJECT 91-896.2
(North of West Fork Trinity River to Oakdale Road)
ONCOR Utility Relocation Agreement
Rationale for Same Date Briefing and Court Order

In order to meet the target deadline for this 1991 Bond project, the Court Order authorizing the approval of the Utility Relocation Agreement with Oncor Electric Delivery Company for the referenced project has been placed on today’s Formal Agenda, in addition to the briefing.

attachments
MEMORANDUM

TO: Commissioners Court

THROUGH: Commissioner Kenneth A Mayfield
Road and Bridge District No. 4

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

SUBJECT: Meyers Road/MacArthur Boulevard Project 91-896.2
(North of West Fork Trinity River to Oakdale Road)
ONCOR Utility Relocation Agreement

BACKGROUND

Funding for design, right of way acquisition and construction of the subject project in the amount of $2,000,000 was approved by the voters of Dallas County in the 1991 Bond Program. Improvements include reconstructing the 1.41 mile section of Meyers Road/MacArthur Boulevard from the present two-lane asphalt street with open ditches to a concrete thoroughfare with an enclosed storm drainage system. The project is located in Road and Bridge District No. 4 and within the Cities of Grand Prairie and Irving.

A part of the project provides a raised proposed roadway in the area of an existing Oncor Electric Transmission easement. The new roadway elevation will require the relocation of a portion of Oncor's facilities within their easement. Oncor's facilities are located on a private easement which requires that Dallas County bear the cost of such relocation. In order to reimburse Oncor for the cost of the relocations, Dallas County must enter into a Utility Relocation Agreement, which has been previously executed by Oncor.

FINANCIAL IMPACT

The Utility Relocation Agreement between Oncor Electric Delivery Company and Dallas County in an amount not to exceed $145,572.00 will be paid from 1991 Bond Fund, Project 50117. There are sufficient funds in the project for funding said agreement.

PROJECT SCHEDULE

Bids for this project were opened on July 31, 2003 at 2:00 PM. This project is scheduled to be awarded in December 2003 and a work order issued in March 2004.
RECOMMENDATION

It is recommended that the attached Utility Relocation Agreement with Oncor Electric Delivery Company be executed. If Commissioners Court is in agreement, an order authorizing the execution of the attached Utility Relocation Agreement in the amount of $145,572.00 to be paid from 1991 Bond Funds Project 50117 (MacArthur Boulevard, Project 91-896.2) has been placed on TODAY’S formal agenda.

APPROVED BY:

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

DRH/ABR/JLM:dlc qm
DALLAS COUNTY UTILITY RELOCATION CONTRACT
MACARTHUR BLVD. PROJECT 91-896

STATE OF TEXAS

COUNTY OF DALLAS

THIS CONTRACT is made by and between Dallas County (hereinafter called "County"), and Oncor Electric Delivery Company, (hereinafter called "Utility") each party executing this Contract by and through its duly authorized officers.

WITNESSETH:

WHEREAS, County is constructing or will construct the MacArthur Blvd. Project 91-896 from north West Fork of Trinity River to Oakdale Road, (hereinafter called the "County Project"); and

WHEREAS, Utility is owner of an easement which crosses the County Project and in an area where improvements for County Project are to be constructed by County pursuant to the 1991 Bond Transportation Program; and

WHEREAS, the County Project will conflict with Utility’s existing facilities; and

WHEREAS, construction of the County Project will require the relocation or adjustment of a portion of Utility’s facilities as shown in Exhibit A, attached hereto and made a part of this contract; and

WHEREAS, County is obligated to provide funding for the Rearrangement; and

WHEREAS, Utility has provided an itemized cost estimate for the adjustment of its facilities and other related items in the estimated amount of One Hundred Forty-five Thousand, Five Hundred Seventy-two and no hundredths Dollars ($145,572.00).

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

1. DEFINITIONS:
   As used in this Contract, the following terms shall have the following meaning:

   1.01 Adjusted Facility means raising of Utility’s Norwood-Liggett 343KV transmission line between structures 6/4 and 6/5 near MacArthur Blvd. Sta. 220+50 +/- to meet NESC safety clearance. Such relocation shall not include any Betterment.

   1.02 Betterment means any increase in the service capacity of the Adjusted Facility as compared to the existing Conflicting Facility, or any upgrading
of the Adjusted Facility above the standard practices, devices or materials, specified in this Contract and customarily used by Utility on projects solely financed by Utility. Provided, however, that any upgrading necessary to successfully accomplish the Rearrangement shall not be considered a Betterment, and further, that any increase in the service capacity of the Adjusted Facility resulting solely from the replacement of devices or materials no longer regularly manufactured, processed or installed shall not be considered a Betterment, provided that such replacement shall be only to the standard devices or materials currently used on other projects financed solely by Utility. Notwithstanding any provision of this agreement any obligation the County may have to pay for the rearrangement does not include the cost of any Betterment(s).

1.03 Commissioners Court Order shall mean a formal order of the Dallas County Commissioners Court.

1.04 Conflicting Facility shall mean the existing transmission tower, conductors, facilities, and appurtenances owned by the Utility as shown on exhibit A, attached hereto and made a part of this Contract.

1.05 Design shall mean that engineering work for the Rearrangement which results in the production of maps, plans, drawings, schedules estimates, typical cross sections, material, construction details, requirements, specifications and all other documents which are necessary for construction.

1.06 County Project shall mean the MacArthur Blvd. Project 91-896 from North of West Fork Trinity River to Oakdale Road, located in the cities of Grand Prairie and Irving, Texas, to be constructed by County pursuant to the 1991 Bond Transportation Program.

1.07 Rearrangement shall mean the adjustment, replacement, alteration, reconstruction, support, relocation, or removal of the Conflicting Facility or any portion thereof, whether permanent or temporary, resulting from the construction of the Adjusted Facility and final removal of the Conflicting Facility.

1.08 Contractor and Sub-Contractor shall mean any person or entity not employed by Utility and retained by Utility to perform work pursuant to this Contract with regard to Utility’s Conflicting Facility and Adjusted Facility.

1.09 Replacement Facility or Substitute Facility shall mean the transmission power poles, wires, and related appurtenances thereto which shall replace the existing transmission poles, wires, and related appurtenances thereto.

1.10 Not-to-Exceed Amount shall mean the total amount of United States Dollars authorized by the Commissioners Court for this Rearrangement.
2. **TERM:**

This Contract becomes effective upon the date of execution (the “Effective date”) and shall terminate when the work has been completed and final payment has been paid to the Utility.

3. **GENERAL:**

3.01 Construction of the County Project will necessitate the Rearrangement of the Conflicting Facility owned by Utility due to conflicts between County’s Project and the Conflicting Facility. The cost of the Rearrangement is estimated by Utility to be **One Hundred Forty-five Thousand, Five Hundred Seventy-two and no hundredths Dollars ($145,572.00)**. Notwithstanding any provision contained in this Contract, County’s obligation to Utility shall not exceed the total sum of **One Hundred Forty-five Thousand, Five Hundred Seventy-two and no hundredths Dollars ($145,572.00)** without written modification or amendment to this Contract approved by formal County Commissioners Court Order, save and except for any interest due for overdue payments pursuant to Section 11.02 of this Contract. Utility shall provide County with invoice detailing rearrangement work performed with the amount of reimbursement requested corresponding thereto.

3.02 By execution of this Agreement, Utility warrants and certifies that the facility to be Rearranged is contained within real property owned by Utility in fee or by easement.

3.03 By execution of this Contract, Utility agrees and consents to Rearrangement of the Conflicting Facility necessary to eliminate conflicts between the County Project and the Conflicting Facility in accordance with the terms and conditions of this Contract. Such conflict is shown in Exhibit A, which is incorporated herein, as if fully reproduced.

3.04 Utility agrees to prepare the Design required to adequately set forth the engineering requirements of the Rearrangement as determined by Utility. Utility is fully aware of the proposed Design of the County Project and the future use of such area by County as it relates to the Rearrangement and the adjusted Facility. Utility shall design the Adjusted Facility in a manner that avoids the creation of a Betterment. Utility is solely responsible for the sufficiency, form, content and engineering requirements of the Rearrangement, including but not limited to the designed scope of services. Utility hereby agrees to correct, at its sole cost and expense, any defect or problem in the Rearrangement requiring correction, replacement or repair that is the result of errors or omissions by Utility in the design. Utility also agrees to be responsible for any other costs, expenses, or damages caused by its errors or omissions in the Design.
3.05 Utility shall design the Adjusted Facility in a manner that avoids the creation of a Betterment. If Utility requests or otherwise includes Betterment in the Design for the Rearrangement or any change order, Utility shall pay for the Costs of the Betterment.

3.06 Utility agrees to construct the Rearrangement and furnish all material and qualified personnel to complete the Rearrangement as a part of the estimated cost.

3.07 Utility and County agree to exercise their best efforts, consistent with Utility's obligations to its customers and other public entities, to perform all work authorized by this Contract as rapidly as possible and in coordination with scheduled target dates in County's construction schedule provided, however, that Utility shall not be liable to county for failure to perform, or delays in performance under this Contract due to weather conditions, acts of God, inability to procure materials or delays in obtaining or transporting materials, government restrictions, including any actions or delay in actions by the Public Utility Commission of Texas, design changes at County's request, delays caused by County, strikes and labor disputes, or for circumstances which make it inadvisable to de-energize the Conflicting Facility, including periods of high electricity demand, or for any other reason beyond the reasonable control of Utility.

3.08 Utility is hereby notified that the right of way may contain existing public or private utilities, drainage or communication facilities. By execution hereof Utility agrees to be solely responsible for the determination of the existence of such facilities and to construct any and all facilities without damage, interference or conflict thereto. ABSENCE OF MARKERS DOES NOT CONSTITUTE A WARRANT BY COUNTY THAT THERE ARE NO SUBSURFACE INSTALLATIONS ON THE ROAD PROPERTY.

4. CONSTRUCTION:

4.01 Utility and County hereby agree that construction will not commence until this Contract has been fully executed by all parties.

5. CHANGE ORDERS:

5.01 Any change, additional expenditure or proposed expenditure for the Rearrangement which will result in a total cost in excess of the County approval not to exceed amount stated in this Contract requires, and is contingent upon, Dallas County Commissioners Court approval.

6. REIMBURSEMENTS:

6.01 The issuance of a Commissioners Court Order shall obligate County to reimburse Utility for actual cost of work performed or materials acquired for such Rearrangement in an amount not to exceed the estimated amount of One Hundred Forty-five Thousand, Five Hundred Seventy-two and
**no hundredths Dollars ($145,572.00)** and such reimbursement shall include:

6.01.1 only actual direct and indirect cost actually incurred;

6.01.2 reimbursement is limited to cost required to effect a condition equal to the existing facilities, not to include Betterment;

6.01.3 indirect costs are eligible only in the amount of 20% of the direct cost.

6.02 From such reimbursement shall be deducted all credits to County as provided herein.

6.03 Utility shall maintain complete records showing actual time expended and cost incurred under each Commissioners Court Order(s). Such records shall be subject to County and other audits for a period of three (3) years following project close out.

6.04 In those cases in which Rearrangement or other work under the Contract is performed by County with Utility’s approval, Utility shall reimburse County for credits as defined herein.

6.05 Where construction work is performed by Utility’s work force no profit is allowed.

7. **CREDITS:**

7.01 Salvage credit shall be allowed to County for items of materials and equipment recovered from Utility’s existing facilities as if disposed of pursuant to this Contract. The amount of the salvage credit, if any, shall be the fair market value as if sold within sixty (60) days of the completion of the Rearrangement.

7.02 County shall receive a credit from utility against work performed under this Contract for Betterment only where there is an increase in service capacity of a Replacement Facility or corresponding Substitute Facility, as defined in this Contract. The amount of a Betterment credit shall be the established cost of the Replacement Facility, minus any costs of removal of the Conflicting Facility, minus the estimated cost of a Substitute Facility; and said estimated cost shall be based on the unit price schedules agreed to by the parties. The amount of Betterment credit, if any, shall be determined by the parties during final design and shall be included as an adjustment to the final invoice submitted by Utility to County.

8. **CONTINGENCIES:**

8.01 County acknowledge that the not to exceed relocation estimate of **One Hundred Forty-five Thousand, Five Hundred Seventy-two and no hundredths Dollars ($145,572.00)** is based on an estimate prepared by Utility. This estimate does not take into consideration latent conditions about the site nor any unforeseen circumstances affecting the performance
of the Rearrangement that, if encountered, would increase the cost to perform the Rearrangement.

8.02 Contingencies shall be limited to unusually adverse weather conditions, labor disputes, and subsurface geological conditions.

8.03 In the event that Utility should encounter any contingency, notice shall be given to County prior to completion of the Rearrangement. County personnel will be given notice of such condition and afforded an opportunity to examine such condition.

8.04 Utility and County will, in good faith, co-operate with each other to determine mutually agreeable costs that are reasonable and necessary to effect the completion of the Rearrangement.

8.05 If Utility and County agree as to the reasonable and necessary cost of the contingency, such amount shall be included in the reimbursements as shown in Section 6. Any additional cost that exceeds the estimated not to exceed amount will require County Commissioners Court Order.

8.06 In the event of a dispute between County and Utility as to whether such costs are contingencies and the costs thereof are reasonable and necessary to complete the Rearrangement, Utility shall not be relieved of its obligation to perform or complete the Rearrangement or removal of the Conflicting Facility as scheduled. County agrees to pay Utility to the limits of the estimated not to exceed amount and to timely seek formal approval from Dallas County Commissioners Court for any additional amount in excess thereof that County and Utility in good faith, agree to be reasonable and necessary cost. To the extent that County and Utility do not agree, Utility shall be entitled to file a claim for any disallowed amount with the Dallas County Commissioners Court and, thereafter, any necessary legal action to recover any disallowed contingency cost if deemed reasonable and necessary to perform or complete performance of the Rearrangement.

9. TERMINATION:

9.01 It is expressly understood that this Contract is subject to termination by mutual agreement of the parties in writing, or by County, at its sole discretion, by ten (10) days written notice, if such notice is given prior to Utility's commencement of construction of the Rearrangement. In the event County terminates or cancels this Contract at any time subsequent to its Effective Date but prior to the completion of the relocation work contemplated under this Contract, County shall pay Utility for all costs and expenses incurred by Utility in connection with the project, including costs associated with and resulting from the ordering of special material for the Replacement Facility. Additionally, County shall reimburse Utility for all costs, necessary to reconstruct Utility's transmission line facilities to their previous existing condition or to a condition which is acceptable to utility, whichever is lower in cost.
10. INDEPENDENT CONTRACTOR:

10.01 Utility agrees that the Utility is associated with County only for the purposes and to the extent set forth in this Contract, and in respect of the performance of the Rearrangement pursuant to this Contract, Utility is and shall be an independent contractor and, subject to the terms of this Contract, shall have the sole right to construct, supervise, manage, operate, control and direct the performance of the details incident to its duties under this Contract. Contractor shall be responsible for a Safety Plan and compliance with all laws, rules, regulations issued by local, State or Federal governments or any other agencies. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create the relationship of an employer-employee or principal agent, or to otherwise create any liability for Dallas County whatsoever with respect to the indebtedness, liabilities and obligations of Utility or any other party.

11. PAYMENT:

11.01 Utility may present periodic progress itemized bills to the County for payment of work as completed in not less than thirty (30) day increments. Final payment will be made in the amount of the difference between the sum of the periodic payments made and the itemized audited statement for the total amount of the work performed by Utility and approved by County upon completion of the work. In no event shall the total payment exceed the total not to exceed amount of One Hundred Forty-five Thousand, Five Hundred Seventy-two and no hundredths Dollars ($145,572.00), or as may be amended as provided herein, save and except for any interest due for overdue payments pursuant to Section 11.02 of this Contract.

11.02 Overdue payments shall accrue interest on each invoice or itemized bill submitted by Utility as provided by Chapter 2251, Texas Government Code.

12. MISCELLANEOUS:

12.01 Notice: Any notice provided in this Contract to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, certified, return receipt requested, or registered addressed as follows:

To County:  County of Dallas
            Director of Public Works
            Dallas County Administration Building
            411 Elm Street, Fourth Floor
            Dallas, TX  75202-3389
To Utility:  Oncor Electric Delivery Company  
Transmission Engineering  
Attn: Bryan Williams  
115 W. 7th Street  
Fort Worth, Texas 76102  

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

12.02 Assignment. This Contract may not be assigned or transferred by either party without the prior written consent of the other party.

12.03 Binding Contract; Authority; Parties Bound. This Contract has been duly executed and delivered by all parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns. Each person executing this Contract on behalf of each party represents and warrants that he/she as full right and authority to enter into this Contract and each person signing on behalf of a corporation, if any, is authorized to do so.

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

12.05 Applicable Law; Venue. This Contract shall be expressly subject to the sovereign immunity of County, Title 5 of TEXAS CIVIL PRACTICE AND REMEDIES CODE, and all applicable federal and state law. This Contract shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. All construction work performed under this Contract shall occur in Dallas County only. Exclusive venue for any legal proceedings shall be in Dallas County, Texas.

12.06 Number and Gender. Words of any gender used in this Contract shall be held and constructed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

12.07 Effective Date. The Effective Date of this Contract shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.

12.08 Counterparts. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12.09 Severability. In the event that one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Contract, which shall remain in full force and effect.
12.10 **Entire Contract.** This Contract embodies the complete Contract of the parties, superseding all oral or written previous and contemporary Contracts between the parties and relating to matters in this Contract and, except otherwise provided herein, cannot be modified without written supplemental agreement of the parties to be attached hereto and made a part of this Contract.

13. **INSURANCE**

13.1 **The UTILITY, at UTILITY’s sole cost,** shall purchase and maintain in force during the entire life of this agreement the following minimum insurance coverage during the term of this Contract. Such insurance shall be in the amounts and in full compliance with the following terms and conditions:

13.2 **Within ten (10) days after the Effective Date of this Contract,** COUNTY requires and UTILITY agrees that the following insurance coverage will be met and in effect for the life of the awarded contract and any renewal or extension, prior to any delivery of any service and/or performance of work. All policies shall be issued by an insurance company acceptable to County and authorized to do business in the State of Texas, having a rating of A- or better by A.M. Best Co. UTILITY will submit verification of coverage to the Dallas County Public Works Department, showing Dallas County as the certificate holder, within ten (10) days after the final signature of the party to make this agreement effective (hereinafter “Effective Date”) of this Contract and prior to and as a condition precedent to the commencement of any work or delivery. Dallas County will neither be responsible for nor authorize payments for services rendered without having the applicable certificates on file. All insurance cost including any deductibles, shall be paid in full by UTILITY without cost to or contributions from Dallas County. The following minimum insurance coverage is required:

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

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

13.2.2 **General or Excess Liability Insurance, including Contractual Liability** - Liability Insurance coverage shall carry limits of One
Million and 00/100 Dollars ($1,000,000.00) for bodily injury and property damage per occurrence with a general aggregate of One Million and 00/100 Dollars ($1,000,000.00), and a products and completed operations aggregate of One Million and 00/100 Dollars ($1,000,000.00). There shall not be any policy exclusion or limitations for contractual liability covering the Contractor's obligations herein; personal injury/advertising liability; medical payments; fire damage, legal liability; broad form property damage, and/or liability for independent contractors.

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

13.2.3 Comprehensive Automobile or Excess Liability - Comprehensive Auto Liability insurance covering all owned, hired and non-owned vehicles used in connection with the work performed under the Contract with limits of liability not less than Five Hundred Thousand and 00/100 Dollars ($500,000.00) each person and Five Hundred Thousand and 00/100 Dollars ($500,000.00) each accident for bodily injury and Two Million and 00/100 Dollars ($2,000,000.00) each occurrence for property damage for a combined single limit for bodily injury and property damage liability of not less than Two Million and 00/100 Dollars ($2,000,000.00).

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

13.3 UTILITY agrees that, with respect to the above referenced insurance, all insurance contracts will contain following required provisions:

13.3.1 Name Dallas County and its officers, employees and elected representatives as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage, except for Workers Compensation Insurance.

13.3.2 Provide for thirty (30) days notice to the COUNTY for cancellation, non-renewal or material change which notice must be accompanied by a replacement Certificate of Insurance to maintain uninterrupted coverage.

13.3.3 Provide for an endorsement that the “other insurance” Clause shall not apply to Dallas County where COUNTY is an additional insured on the policy.

13.3.4 Provide for notice to the COUNTY at the address shown below by registered mail.
13.3.5 UTILITY agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.

13.3.6 UTILITY may self insure for any of the coverages required herewith by demonstrating financial responsibility reasonably acceptable to COUNTY.

13.4 In addition to any other remedies COUNTY may have upon UTILITY's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, COUNTY shall have the right to order UTILITY to stop work hereunder, and/or withhold any payment(s) which become due to UTILITY hereunder until UTILITY demonstrates compliance with the requirements hereof. A stop work order given to UTILITY by COUNTY in accordance with this Article shall not constitute a Suspension of Work.

13.5 It is agreed that UTILITY's insurance shall be deemed primary with respect to any insurance or self insurance carried by COUNTY for liability arising out of operations under this Contract.

13.6 UTILITY shall advise COUNTY in writing within a reasonable time any claim or demand against COUNTY or UTILITY known to UTILITY related to or arising out of UTILITY's activities under this AGREEMENT.

13.7 The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

13.8 Approval, disapproval or failure to act by the COUNTY regarding any insurance supplied by UTILITY shall not relieve UTILITY of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the UTILITY from liability.

13.9 Acceptance of the final plans by COUNTY shall not constitute nor be deemed a release of the responsibility and liability of UTILITY, its employees, associates, agents or subcontractors for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by COUNTY for any defect in the designs, working drawings, specifications or other documents and work prepared by said UTILITY, its employees, subcontractors, and agents.

13.10 Standard of Care: Services provided by UTILITY under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
13.11 Nothing herein contained shall be construed as limiting in any way the extent to which UTILITY may be held responsible for payments of damages to persons or property resulting from UTILITY's or its subcontractors' performance of the work covered under this Contract.

Executed this the __________ day of __________, 2003.

COUNTY OF DALLAS

By: Margaret Keliber
County Judge

ONCOR ELECTRIC DELIVERY COMPANY

By: [Signature]

APPROVED AS TO FORM:

By: [Signature]
Janet R. Ferguson, Chief, Civil Section, Assistant District Attorney

896: Dallas County Utility Relocation Contract
MEMORANDUM

TO: Commissioners Court

THROUGH: Jim Jackson, Commissioner District No. 1

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

SUBJECT: SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT
         GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT
         PROJECT ON HILLCREST ROAD FROM NORTHWEST HIGHWAY TO
         ROYAL LANE PROJECT NO. 10205

BACKGROUND

Dallas County has a long standing role in providing transportation system improvements for the benefit of its citizens and the public traveling in the County of Dallas. Continued and forecast population and employment growth in Dallas County places increasing demands on the County’s surface transportation system. In December 1999, Commissioners Court issued a call for projects to the cities to identify candidate thoroughfare improvement projects for potential County funding. In this call for projects the cities were asked to commit to cost participation with the County on a 50%-50% basis.

On October 17, 2000, Dallas County Commissioners Court approved participation in Transportation Major Capital Improvement Projects for the Program Years 2004, 2005, and a portion of 2006 by Court Order 2000-2117 with a list of proposed accepted projects attached to the Court Order. A MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS was executed by the City of Dallas and Dallas County pursuant to Court Order No. 2001-814 dated April 24, 2001 which authorized transportation improvements on HILLCREST ROAD FROM NORTHWEST HIGHWAY TO ROYAL LANE PROJECT NO. 10205, in the City of Dallas, Dallas County, which is on the North Central Texas Council of Government’s Regional Thoroughfare Plan.

The City of Dallas has executed the Project Specific Agreement and is ready for County execution. County will be the LEAD AGENCY for the project from commencement of planning to completion of construction.
FINANCIAL IMPACT

By execution of the attached agreement, the City has agreed to participate on at least a fifty/fifty basis with Dallas County. The MASTER AGREEMENT specifies equal share of Standard Basic Street Design with cities' funding of amenities above and beyond the basic design.

IMPACT ON SCHEDULE AND OPERATIONS

In order for projects designated as Program Year 2004 to begin construction within the years 2004-2005, it is necessary to commence with primary design efforts immediately. Before committing County funding for primary design efforts, it is desirable to have the impacted cities committed to funding projects they have put forward. The MASTER AGREEMENT clearly defines County and City partnerships and roles.

RECOMMENDATION

It is recommended that the County Judge be authorized and directed to execute the attached SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECT for HILLCREST ROAD FROM NORTHWEST HIGHWAY TO ROYAL LANE PROJECT NO. 10205 with the City of Dallas. If Commissioners Court is in agreement, a Court Order will be placed on the next regular agenda authorizing the execution of said agreement.

Approved By:

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

Attachments
JLM:jcn
WHEREAS, Dallas County has developed a Master Agreement governing Transportation Major Capital Improvement projects; and,

WHEREAS, on January 10, 2001, Resolution 01-0104 authorized the Master Interlocal Agreement with Dallas County for the projects that were submitted and approved in the 2000 Call for Projects; and,

WHEREAS, Hillcrest Road from Northwest Highway (Loop 12) to Royal Lane was approved for the 2000 Call for Projects; and,

WHEREAS, the City of Dallas desires to enter into a Project Specific Agreement with Dallas County for design and construction of left turn lanes on Hillcrest Road from Northwest Highway (Loop 12) to Royal Lane.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager is hereby authorized to execute a Project Specific Agreement with Dallas County for design and construction of left turn lanes on Hillcrest Road from Northwest Highway (Loop 12) to Royal Lane, after it has been approved as to form by the City Attorney.

Section 2. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

Distribution: Public Works and Transportation, Sandra Williams, OCMC, Room 101
Public Works and Transportation, Tami Wilson, City Hall, L1BN
City Attorney
Office of Financial Services

APPROVED BY
CITY COUNCIL
JUN 11 2003

City Secretary

APPROVED
HEAD OF DEPARTMENT
APPROVED
CITY CONTROLLER
APPROVED
CITY MANAGER
STATE OF TEXAS

COUNTY OF DALLAS

SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS

THIS SUPPLEMENTAL AGREEMENT to the MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS ("MASTER AGREEMENT") is made by and between the City of Dallas, Texas, hereinafter called "CITY", and the County of Dallas, Texas, hereinafter called "COUNTY", acting by and through its duly authorized officials, for the purpose of Transportation Improvements on HILLCREST AVENUE from Loop 12 to Royal Lane inside Dallas County, which is on the North Central Texas Council of Government’s Regional Thoroughfare Plan.

Article I. INCORPORATED DOCUMENTS

This SUPPLEMENTAL AGREEMENT incorporates the MASTER AGREEMENT authorized by Court Order No. 2001-814 dated April 24, 2001; the attached MEMORANDUM OF AGREEMENT, and ATTACHMENT A, Design and Construction Criteria, as if each was reproduced herein word for word. The MEMORANDUM OF AGREEMENT was produced by the collective effort of all the parties at the Pre-design Charrette held for this project on August 5, 2002 and the Neighborhood Meeting held November 7, 2002. Together with Attachment A, it defines the scope of the project with an agreed upon preliminary alignment.

Article II. EFFECTIVE DATE

THIS SUPPLEMENTAL AGREEMENT BECOMES EFFECTIVE when signed by the last party whose signing makes the respective agreement fully executed (THE “EFFECTIVE DATE”).

Article III. FISCAL FUNDING

Notwithstanding anything to the contrary herein, this AGREEMENT is expressly contingent upon the availability of COUNTY funding for each item and obligation contained herein. CITY shall have no right of action against the County of Dallas as regards this AGREEMENT, specifically
including any funding by COUNTY of the Project in the event that the COUNTY is unable to fulfill its obligations under this AGREEMENT as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this AGREEMENT or failure of any funding party to budget or authorize funding for this AGREEMENT during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the COUNTY, at its sole discretion, may provide funds from a separate source or terminate this AGREEMENT. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this AGREEMENT is expressly contingent upon the availability of CITY funding for each item and obligation contained herein. COUNTY shall have no right of action against the CITY as regards this AGREEMENT, specifically including any funding by CITY of the Project in the event that the CITY is unable to fulfill its obligations under this AGREEMENT as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this AGREEMENT or failure of any funding party to budget or authorize funding for this AGREEMENT during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the CITY, at its sole discretion, may provide funds from a separate source or terminate this AGREEMENT. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article IV. THE CITY COVENANTS AND AGREES AS FOLLOWS:

A. To execute the necessary agreements for the implementation of design and construction of the HILLCREST AVENUE PROJECT mutually agreed upon and incorporated herein by this SUPPLEMENTAL AGREEMENT.

B. To provide City Council Resolution adopting approved preferred alignment as described in the attached MEMORANDUM OF AGREEMENT.

C. To escrow an amount adequate for initial project costs as determined by COUNTY within 30 days of notification by COUNTY. COUNTY may use escrowed funds to pay for initial professional services required for scoping, preliminary and primary design.

Article V. COUNTY AGREES AS FOLLOWS:

A. To provide project management of the Project as designated LEAD AGENCY from commencement of planning to completion of construction.
The City of Dallas, State of Texas, has executed this Agreement pursuant to duly authorized City Council Resolution Minutes _____ dated the _____ day of June, 2003.

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

CITY OF DALLAS

BY: ___
CITY MANAGER

COUNTY OF DALLAS

BY:
MARGARET KELIHBER,
COUNTY JUDGE

ATTEST:

BY: ___
CITY SECRETARY

APPROVED AS TO FORM:
MADELEINE B. JOHNSON, City Attorney

BY: ___
Janet R. Ferguson
Chief, Civil Section
Dallas County District Attorney’s Office

HILLCREST:Pa0 ila03-19-03

SUPPLEMENTAL AGREEMENT FOR HILLCREST AVENUE PROJECT 10205
MEMORANDUM OF AGREEMENT
HILLCREST AVENUE PROJECT 10205
(Loop 12 To Royal Lane)
AUGUST 5, 2002

The following items summarize the consensus developed at the August 5, 2003 Pre-Design Charrette for the construction of a project on Hillcrest Avenue from Loop 12 to Royal Lane.

A. Dallas County will be the LEAD AGENCY for this project assuming all responsibilities as detailed in the MASTER AGREEMENT.

B. Dallas County as LEAD AGENCY needs written commitment form CITY to the project and commitment for their share of design costs.

C. Consensus to coordinate construction with the schools and assure their traffic flow continues to function properly.

D. Consensus to design and construct left turn lanes with storage lengths as approved by the City of Dallas Public Works and Transportation Department.

E. Consensus was reached to minimize the impact on existing trees and to replant trees one for one if possible.

The following representatives were present for the discussion and consensus formed this date as described in the attached Meeting Notes.

DALLAS COUNTY
Harold Denny
Donald Holzwarth
Alberta Blair-Robinson
Jim Smith
Kyle Jackson
Janet Norman

HAYDEN AND
ASSOCIATES, INC.
Rachel Hayden
James Allen

CITY OF DALLAS

Alan Hendrix
Ali Malekouti

ONCOR, INC.
Jim Phillips
HILLCREST ROAD
Northwest Highway to Royal Lane
MCIP PROJECT 10205

PRE-DESIGN CHARRETTE

AUGUST 5, 2002

MEETING NOTES

1. Don Holzwarth welcomed everyone and thanked them for their interest in this project. The need for this project arises from the high incidence of rear end collisions in this two mile stretch of Hillcrest Road. The proposed left turn lanes will increase safety and reduce such accidents. Ali Malekouti stressed that the homeowners would NOT be assessed for this improvement project.

   He stated that we would communicate the results of this workshop to anyone who is interested. It was noted that the project was in district of City Councilpersons Lois Finkleman and Mitchel Rasansky. Jim Smith assured us that the Councilmembers had been invited. Jim Smith also had invited the homeowner association contacts which he had been able to obtain, but no one was present to represent the homeowner association.

   Mr. Holzwarth stated that since this important stakeholder was not present we would have to act as if they were and in effect, try to look out for their interests. It was decided to communicate the results of this meeting to the affected homeowners. Dallas County does not want to delay contacting the homeowners regarding this project for their input. A copy of the “Sign-in Sheet” is attached for your reference.

2. Jim Smith reviewed the project description. The project is approximately 2.03 miles in length from Northwest Highway to Royal Lane. There are approximately 34 left turn lanes to be constructed. The turn lanes will be 10-foot wide and the city has requested that the typical section be 10” of concrete on compacted base. Dallas County agreed to this change from the standard as there is no heavy truck traffic or fast moving vehicles to take into account. Since most of the medians where the left turn lanes are constructed will become four feet across or less, those will be paved over in accordance with City standards. The alternative presented at the meeting, to be designated as Alternative One, was for 90-foot storage lanes with the exception of the turn between DeLoach and Chevy Chase. That particular intersection is long enough for only 40-foot length storage lanes.

3. Don Holzwarth anticipated that one of the property owners main concern would be the impact to trees planted in the median which will have to be removed to construct the project. He noted that our first project approach would be to avoid trees, second to minimize tree removal, and third to compensate for tree removal by replanting. Alan
Hendrix stated that the original intent for this project was to accommodate one or two cars storage for a left turn. He suggested that the minimum storage could be 60 feet. He said that additional turn lanes would not be necessary at Walnut Hill Lane and Park Lane as these intersections already have left turn lanes. Don said that 60 foot storage would be Alternative Two. This would enable the project to avoid removal of approximately 23 trees and also avoid a conflict with Southwestern Bell manholes. Ali Malekouti desired to get the homeowners input before adopting one alternative over another. Rachel Hayden is to produce a comparative analysis of the difference in impacted trees between the 90-foot and 60-foot storage minimum. She is to also to quantify the potential for avoidance of utility conflicts by the shorter storage. After discussion it was decided to replace excavated trees with three inch red oaks.

4. The consensus was for tree replacement to be a bid item. Alan will check with City street services to determine who originally planted the trees and by what means they were watered. Jim said that there would be an item for sprinkler head adjustment, if needed. Jim is to get the tree specification from City which institutes a warranty for two years. Also, it includes a contract for watering after construction. Jim believes that the estimate covers the cost of replacement trees and watering.

5. Another important consideration for the project is school-bus access to the two schools, Hillcrest Sr. High and Franklin Middle School, along the route during construction. There was some discussion of doing the work immediately impacting the schools when the school is not in session. Jim will be certain to include the school principals in the advisory information and other information about the project. There may be a need to reconsider radii with emphasis on school bus considerations.

6. Construction must be accomplished with as few lane closures as possible, especially during rush hours. There may be a need to limit the number of turn lanes the contractor can work on at one time. DWU has advised Jim that there would be no problem to relocate their air release valves but were not represented at the meeting. Jim needs to get a definitive answer from them as to whether or not they desire the County’s Consultant (Hayden Consultants) to design their relocation. The proposed relocation design would occur in phase two of our design contract if they desire us to do it.

7. Homeowner input is necessary for progress. Dallas County nor the City of Dallas desires to proceed without that input. It was suggested that Dallas County distribute a newsletter stressing that the homeowner association was invited and communicating the particulars of this project to include the two alternatives being considered. The representative from the homeowner association would be part of the matrix team for this project. Harold Denny suggested that the Chambers of Commerce and local realtors should be able to provide homeowner association information. Don asked the City of Dallas to provide information from the streets department on any agreements they had in place with the homeowners associations.
HILLCREST ROAD  
(Northwest Highway to Royal Lane)  
MCIP PROJECT 10205

NEIGHBORHOOD MEETING  
MEETING NOTES  
NOVEMBER 7, 2002

1. **Don Holzwarth** welcomed everyone and thanked them for their interest in this project. The need for this project arises from the high incidence of rear end collisions in this two mile stretch of Hillcrest Road. The proposed left turn lanes will increase safety and reduce such accidents.

   It was noted that this meeting was being held at the request of City Councilpersons Lois Finkleman and Mitchel Rasansky who were present for the meeting held in the Hillcrest High School Cafeteria.

2. **Jim Smith** reviewed the project description. The project is approximately 2.03 miles in length from Northwest Highway to Royal Lane. There are approximately 34 left turn lanes to be constructed. The turn lanes will be 10-foot wide and the city has requested that the typical section be 10" of concrete on compacted base. Since most of the medians where the left turn lanes are constructed will become four feet across or less, those will be paved over in accordance with City standards. The alternative presented at the meeting, to be designated as **Alternative One**, was for 90-foot storage lanes with the exception of the turn between DeLoach and Chevy Chase. That particular intersection is long enough for only 40-foot length storage lanes.

3. **Don Holzwarth** announced that **we had** anticipated that one of the property owners main concern would be the impact to trees planted in the median which will have to be removed to construct the project. He noted that our first project approach would be to avoid trees, second to minimize tree removal, and third to compensate for tree removal by replanting. Don said that 60 foot storage would be **Alternative Two**. This would enable the project to avoid removal of approximately 23 trees and also avoid a conflict with Southwestern Bell manholes. Councilman Rasansky questioned if County would be replacing the trees taken during construction with other trees.

4. **Don Holzwarth** reassured **Councilman Rasansky** that trees taken for construction would be replaced wherever possible with suitable trees. **Councilperson Lois Finkleman** wondered if the County couldn’t replant the existing trees which will be removed. One of the neighbors commented that for the trees near Woodland property owners carried water in buckets to the trees for the first two years.
5. Don stated that the trees would be of a specified kind and type as per the City specifications. He also noted that the contractor will be required to keep the trees alive for a period of two years beyond the completion of construction.

6. One homeowner stated that she was totally against the project. She is of the opinion that concrete curb medians are ugly and the roadway is already a race track. She proposes that police enforcement of the speed limit along the project limits could pay for an officer's whole salary. She noted that there is no speeding south of Northwest Highway on Hillcrest because of the vigilant police enforcement of the speed limit. She said that the crossovers are large enough to wait for the availability to turn left without impeding traffic. She does not want the roadway garbaged up with left turn lanes.

7. Councilperson Finkleman stated that the 90-foot left turn lane were not doable. She suggested that City look at a 40-foot storage lane. Ali Malekouti said that he would look into it. Donald Holzwarth affirmed that he would explore the option with city staff.

8. Councilman Rasansky thought it might be possible to only take 14 trees. He had been looking at plans which he had received previously. Councilperson Finkleman requested that staff take a good look at the impact of the project on esthetics and the trees. Doug said that the trees would all be impacted by construction. He wanted to be assured that the plans would specify the same type of tree which exists in median. Donald reminded him that one of the advantages of County overseeing this project is that we will have a project inspector on the site at all times during construction. Property owner Emma asked if the trees removed could not be transplanted to a park. Alberta Robinson made mention that County would take the most efficient path. It may be cheaper to plant new trees than to try to get transplanted trees to grow.

9. Another important consideration for the project is school-bus access to the two schools, Hillcrest Sr. High and Franklin Middle School, along the route during construction. There was some discussion of doing the work immediately impacting the schools when the school is not in session. Jim will be certain to include the school principals in the advisory information and other information about the project. There may be a need to reconsider radii with emphasis on school bus considerations.

10. Councilperson Finkleman noted that from the mailed-out of 500 notices for the meeting, only six property owners attended the meeting.
PROJECT SCOPE ITEMS
PROJECT: HILLCREST AVE
Loop 12 to Royal
Project No. 10105

Date: March 18, 2003
Revisions in bold italics.

PROJECT LENGTH: __________ 2.03 miles __________

PAVEMENT AND ALIGNMENT TOPICS

PAVEMENT SECTION

PAVING DESIGN CRITERIA __________ City of Dallas __________

ROW WIDTH:
Existing: __________ 90’ __________
Proposed: __________ 90’ __________

PAVEMENT WIDTH:
Existing: __________ 10’ __________
Proposed: __________ 10’ __________
No. of lanes proposed: __________ LT turn lanes only __________

PARKWAY:
Proposed Width __________ NA __________
Proposed Sidewalk Width __________ NA __________
Parkway cross fall slope maximum __________

GRADE REQUIREMENTS:
Is TC 6” below adjacent ground criteria to be followed? __________ NO __________
Any deep cuts, high fills? __________ NO __________

PAVEMENT CROSS FALL
MINIMUM __________ ¼ in/ft __________
MAXIMUM __________ ¼ in/ft __________
PROJECT SCOPE ITEMS
PROJECT: HILLCREST AVE
Loop 12 to Royal
Project No. 10105

VERTICAL GRADE:
MINIMUM
MAXIMUM Match existing

CENTERLINE ALIGNMENT POSITION:
IN CENTER OF EXISTING ROW? yes
OFFSET FROM CENTER

ON BRAND NEW ALIGNMENT? no

LEFT TURN LANES:
MINIMUM LENGTH: C.O.D. Standards
MINIMUM STORAGE: 60'
WIDTH 10'

ANY DUAL LEFT TURN LANES? YES
NO X

ANY FREE RIGHT TURN LANES? YES
NO X

CRASH CUSHIONS / ATTENUATORS INVOLVED YES
NO X

RAILROAD CROSSINGS INVOLVED YES
NO X

NOTE: IF CURRENT CROSSING IS NOT USED, IS ABANDONMENT AN OPTION? YES
NO

PAVEMENT STRUCTURE
DESIGN WHEEL LOAD
PROJECT SCOPE ITEMS
PROJECT: HILLCREST AVE
Loop 12 to Royal
Project No. 10165

BUS AND HEAVY TRUCK TRAFFIC
YES ___ X ___
NO ___

ROADWAY CLASSIFICATION
___ Major Arterial ___

MINIMUM PAVEMENT STRUCTURE THICKNESS:
10" PCC

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS:
compacted

DESIGN SPEED
40 MPH

POSTED SPEED
35 MPH

MEDIANS

MEDIAN WIDTH
14' F-F

ANY MID BLOCK OPENINGS TO CONSIDER?
YES ___ X ___
NO ___

ANY SIDE STREETS TOO CLOSE FOR OPENING?
YES ___ X ___
NO ___

STANDARD TURN LANE WIDTH
10'

STORAGE LENGTH
100' if median allows

DRIVEWAYS:

N.A.

MAXIMUM RESIDENTIAL GRADE ___ %

MAXIMUM COMMERCIAL GRADE ___ %

MINIMUM COMMERCIAL DRIVEWAY WIDTH

COMMERCIAL DRIVEWAY THICKNESS

SIDE STREET CONSIDERATIONS:

N.A.

TURNING RADIUS, MINIMUM

PAVEMENT THICKNESS
PROJECT SCOPE ITEMS
PROJECT: HILLCREST AVE
Loop 12 to Royal
Project No. 10105

DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:
- TxDOT
- CITY X
- HYDRO-35
- TP-40

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS) 4.5'
MINIMUM COVER LATERALS

BRIDGES/BOX CULVERTS INVOLVED
- YES
- NO X

100 YEAR FLOOD PLAIN CONSIDERATION N.A. FT FREEBOARD

PERMITS

- COE 404 PERMITS NEEDED
  - YES
  - NO X

- TNRCC 401 PERMIT
  - YES
  - NO X

- CDC PERMIT
  - YES
  - NO X

- EIS
  - YES
  - NO X

- ADA PERMIT
  - YES (If > $50,000 of pedestrian facilities)
  - NO X

- ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TxDOT, DFW AIRPORT, DART ETC.?
  - YES
  - NO X
PROJECT SCOPE ITEMS
PROJECT: HILLCREST AVE
Loop 12 to Royal
Project No. 10105

UTILITIES

LIST OF ALL KNOWN UTILITIES
- Oncor Gas & electric
- SW Bell
- City of Dallas Water

DOCUMENT KNOWN RISKS (TRA lines, Transmission Towers, Lone Star Gas Valve Stations) FOR OUR UTILITY PARTNERS: None

ARE UTILITIES ON EXISTING STREET R.O.W.? _____ Yes _______

DO UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS?
No

HAS WORK ORDER BEEN ISSUED FOR SUE (Subsurface Utility Engineering)?
No

ANY UNUSUAL CONSIDERATIONS? _____ No ____________

R-O-W ACQUISITION

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION ALONG WITH DATA FOR RISK ASSESSMENT:

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS, TRAILER PARKS, TREE ORDINANCES? YES _______ NO ___ X ___

ANY NON-CONFORMING ISSUES? YES _______
NO ___ X ___

R-O-W MAP NEEDED YES _______
NO ___ X ___
<table>
<thead>
<tr>
<th>Field</th>
<th>Yes</th>
<th>No</th>
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</thead>
<tbody>
<tr>
<td>Field Notes Needed</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>R-O-W Plats Needed</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Relocation Assistance Involved</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Parking/Loss of Parking Considerations</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Historical Site Consideration</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

**Usual City Topics of Concern**

- **Design Standards to be Used?** C.O.D.
- **Order of Precedence of Standards.** C.O.D., TxDOT, NTCOG
- **Auxiliary Lanes?** No
- **Provisions for Future Widening?** No
- **Landscaping?** Sodding where disturbed
- **Exposed Aggregate Driveways, Sidewalks?** No
- **Stamped/Colored Concrete?** No
- **Irrigation?** No
PROJECT SCOPE ITEMS
PROJECT: HILLCREST AVE
Loop 12 to Royal
Project No. 10195

BRICK PAVERS? ______ NO _______

STREET LIGHTING? ______ possible relocations needed ______

TRAFFIC SIGNALS? ______ NO _______

PAVEMENT MARKINGS? ______ YES _______

BIKE Lanes (extra width)? ______ NO _______

NEW SIDEWALKS? ______ NO _______

BUS TURNOUTS? ______ NO _______

BUS STOPS OR BUS SHELTERS? ______ NO _______

WATER UTILITY BETTERMENTS? ______ NO _______

WATER UTILITY RELOC.? ______ NO _______

SAN. SEWER BETTERMENTS? ______ NO _______

SAN. SEWER RELOC.? ______ NO _______

RETAINING WALLS? ______ NO _______
(Stone, blocks, gabions, proprietary types)

SOD, SEEDING, TOPSOIL? ______ Sod _______

DRAINAGE IMPROVEMENTS? ______ NO _______

RR CROSSING IMPROVEMENTS? ______ N.A. _______

GRADE SEPARATIONS? ______ NO _______

RAMPS OR CONNECTORS TO TXDOT FACILITIES? ______ NO _______
PROJECT SCOPE ITEMS
PROJECT: HILLCREST AVE
Loop 12 to Royal
Project No. 10105

SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS
ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE DEPARTMENT REQUIRING SPECIAL CONSIDERATION? Schools at Meadow Rd and Aberdeen Rd (east side of Hillcrest), (Hillcrest H.S. and Franklin M.S.)

DOCUMENT POTENTIAL SITES FOR PUBLIC AND OR NEIGHBORHOOD MEETINGS.

PUBLIC INVOLVEMENT
CITY COUNCIL APPROVAL OF ALIGNMENT, REQUIRED? YES _____
NO X

PRE-DESIGN CHARRETTE MEETING, REQUIRED? YES X
NO _____

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY? COUNTY
COST ESTIMATE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Construction (paving &amp; drainage)</td>
<td>$600,000</td>
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<tr>
<td>ROW &amp; Contingencies</td>
<td>$100,000</td>
</tr>
<tr>
<td>Design &amp; Project Delivery</td>
<td>$262,880</td>
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<tr>
<td>Material Testing</td>
<td>$20,000</td>
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<tr>
<td><strong>TOTAL PROJECT COST</strong></td>
<td><strong>$982,880</strong></td>
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FUNDING SOURCE

<table>
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<th>Source</th>
<th>Amount</th>
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<td>Dallas County</td>
<td>$491,440</td>
</tr>
<tr>
<td>City of Dallas</td>
<td>$491,440</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT FUNDING</strong></td>
<td><strong>$982,880</strong></td>
</tr>
</tbody>
</table>
DALLAS COUNTY
HUMAN RESOURCES/CIVIL SERVICE

September 24, 2003

To: Members of Commissioners Court
From: Mattye Mauldin-Taylor, Ph.D., Director
Subject: American with Disabilities Act Accommodation Policy

Background
In its continuing efforts to update the Dallas County Code, the Human Resources/Civil Service Department submits the attached American with Disabilities Act Accommodation Policy for Commissioners Court review and approval.

Adoption of the policy will provide the following:

- A general policy statement on the topic;
- Definition of key terms associated with reasonable accommodations;
- Standardized procedure for requesting accommodations whether an employee or external applicant;
- Explanation of when accommodation requests may be denied; and
- Forms to be used with the policy/procedure.

Impact on Operations
The policy will provide clarification and guidance to supervisors, managers, and employees when addressing these issues.

Financial Impact
Adoption of the policy will not impose any additional financial impact to the County.

Legal Review
The Civil Section of the District Attorney’s Office reviewed the policy.

Recommendation
The Human Resources/Civil Service Department recommends Commissioners Court approve the attached American with Disabilities Act Accommodation Policy and, if necessary, distribute it for 30-day review and comment.

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

Attachment
AMERICAN WITH DISABILITIES ACT
ACCOMMODATION POLICY

Policy Statement — It is the policy of Dallas County to comply with all state and federal laws concerning the employment of persons with a disability. To that end, the county will not discriminate against a qualified individual with a disability in regard to recruitment, selection, discharge, assignment, training, promotion, compensation, transfer, benefits, or other terms and conditions of employment. Further, the county is committed to providing reasonable accommodations to its employees and applicants for employment in order to ensure full access to equal employment opportunities. The Human Resources/Civil Service Department is responsible for the implementation of this policy including the resolution of reasonable accommodation, safety, and undue hardship issues.

Scope — This policy provides procedures to follow when requesting a reasonable accommodation under the American with Disabilities Act.

Definition of Key Terms —

- **Qualified Individual with a Disability**: An individual with a disability is qualified if he satisfies the requisite skill, experience, education, and other job-related requirements of the position; and (2) he can perform the essential functions of the position, with or without reasonable accommodation.

- **Reasonable Accommodation**: Any change in the work environment or in the way things are customarily done that would enable a qualified individual with a disability to perform the essential functions of the position/job.

- **Essential Job Functions**: Those job duties that are so fundamental to the position that the individual cannot do the job without performing them. A function can be essential if the position exists specifically to perform that function; there are limited number of other employees who could perform the function; or the function is specialized and the individual was hired based on the ability to perform it.

- **Undue hardship**: Any reasonable accommodation action requiring significant difficulty or expense to the county. The county is not required to provide accommodations of this type. However, undue hardship will be determined on a case by case basis. Factors to be considered will include, but not be limited to, the nature and cost of the accommodation; the overall financial resources of the county/department; and the impact of the accommodation on the county/department.

- **Direct threat to Safety**: Means a significant risk to the health or safety of the disabled person or others that cannot be eliminated by reasonable accommodation. The obligation of the county to accommodate is limited in this situation. However, a medical opinion for the specific individual would be required.

Procedure to Request Reasonable Accommodation — Any employee may request an accommodation by contacting the immediate supervisor. Any applicant for employment may request reasonable accommodation by contacting the employment specialist in the human resources/civil service department. Accommodation requests shall be handled as followed:

**Reasonable Accommodation Form** — The applicable department shall provide persons requesting accommodation with a Reasonable Accommodation Request Form. The requestor must complete the form in full and submit it to the immediate supervisor.

The accommodation request form shall include the name, address, and telephone number of the requestor. It must also include the specific limitations and the type of accommodation requested with a detailed explanation of how the accommodation will allow the person to perform the essential duties of the job.
**Determination of Disability** – When a disability or need for a reasonable accommodation is not otherwise obvious, the county shall require the employee or applicant to provide reasonable documentation about the disability and his/her functional limitations. Documentation shall not be required when a disability is already known or obvious to the person who received the request for accommodation. An authorization of release of medical information to the human resources/civil service department and/or employee health center physician will be necessary to determine disability status. The authorization of release of medical information form must be completed by the employee and submitted along with the request for reasonable accommodation to the immediate supervisor.

**Interactive Process** – Once an employee has requested an accommodation and medical documentation has been received, if applicable, all parties (employee, supervisor, and human resources/civil service representative) shall begin an interactive process to determine what, if any, accommodation(s) should be provided. This process shall include the following steps:

1. Review the particular position/job involved and determine its purpose and its essential functions.
2. Consult with the employee with the disability to find out his/her specific physical or mental abilities and limitations as they relate to the essential job functions. Identify the barriers to job performance and assess how these barriers could be overcome with an accommodation.
3. In consultation with the employee, identify potential accommodations and assess how effective each would be in enabling the employee to perform essential job functions. If an appropriate accommodation is not identified, the human resources representative may contact outside technical resources for further assistance.
4. Select the accommodation that best meets the need of the employee and the department/county. If there are several effective accommodations that would effectively assist the employee, consider the employee's preference.

**Providing the Accommodation** – An accommodation can be provided by the department where no supporting medical information is required, where the department has the necessary funds, or where otherwise feasible. The human resources/civil services department shall brief the commissioners court for approval for accommodations that cannot be provided by the department budget.

**Denial of Accommodation** – An accommodation may not be possible if there is an undue hardship for the county/department. If an accommodation is not possible, the employee who is denied the accommodation must be informed of the reasons for denial. Additionally, category “C” and “D” employees may appeal the denial of accommodation via the grievance system procedures. Reasons for denial may include but not be limited to the following:

1. Requested accommodation would require removal of an essential job function.
2. Medical documentation is inadequate to establish the employee has a disability or needs a reasonable accommodation.
3. Providing the requested accommodation would result in an undue hardship.
4. The requested accommodation would not be effective and would require a lowering of a performance standard.

**Confidentiality** – Medical information obtained as part of an accommodation request is considered strictly confidential and will be shared with supervisors and managers only on a need to know basis. All related information shall be filed in a separate file.
Questions – For any questions regarding this policy, contact the human resources/civil service department at (214) 653-7638.
# Reasonable Accommodation Request Form

**Name:**

<table>
<thead>
<tr>
<th>Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
</tr>
<tr>
<td>State, Zip Code</td>
</tr>
</tbody>
</table>

**Home Telephone:** ( )

**Work Telephone:** ( )

**Department**

**Work Location**

**Job Title:**

**Functional Limitation(s):**

**Accommodation(s) Requested:**

Describe how this accommodation will assist you. Please attach additional sheets as necessary.

**Employee Certification:**

I certify that I have a disability or medical condition that I believe requires reasonable accommodation under the American with Disabilities Act, which will be met by acquiring the equipment, services, or work adjustments as described above.

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Date:</th>
</tr>
</thead>
</table>
I, ___________________________ HEREBY AUTHORIZE,________________________

________________________________________  Physician's Name

________________________________________  Street Address

________________________________________  City/State/Zip Code

________________________________________  Telephone Number

to release only that medical information pertinent to the accommodation needed as described on the attached request form to the Dallas County Employee Health Center physician and/or Human Resources/Civil Service Department for use in evaluating my request for reasonable accommodation. I acknowledge that I have been informed that if the medical information is not released, my reasonable accommodation may be denied.

________________________________________  Employee or Applicant Signature

________________________________________  Date
September 24, 2003

TO: Commissioners Court

THROUGH: J. Allen Clemson, Administrator

FROM: Rick Loessberg, Director of Planning & Development

SUBJECT: Allocation of FY2001/FY2002 CHDO Funding

BACKGROUND

HUD regulations require the County to contractually commit the $99,150 that it has in FY2001 community housing development organization (CHDO) funding by September 30. On July 29, the Commissioners Court was briefed on and tentatively approved a proposal to award this funding to Central Dallas Community Development Corporation (CDCDC) so that this organization could purchase a ten-unit apartment complex that would subsequently be used as transitional housing for people who have become too old for foster care. Because there were a number of significant issues associated with this project that would have to be resolved before the September 30 deadline, the Court was also briefed on an alternative elderly rental housing proposal that could be funded if the outstanding CDCDC-related issues could not be resolved in time.

As most of the CDCDC issues have been resolved and as it will not be known until after this memorandum is written whether it will be possible to resolve the remaining issues by September 30, this final briefing has been prepared so that the County will be in the position of being able to commit funding for one of the aforementioned two proposals.

STATUS OF CDCDC-RELATED ISSUES

The following issues have had to be resolved in order for the County to be able to contractually commit its FY2001 CHDO funding by September 30:

1. Amend the County’s Consolidated Plan (which outlines the objectives and priorities for the County’s various federally-funded housing and community development programs) so that the County can undertake CHDO projects outside of its usual CDBG service area;
2. Certify CDCDC as a CHDO;
3. Determine to what extent displacement will occur when the apartment complex is converted to transitional housing;
(4) Determine the cost of and the need for repairs at the apartment complex;
(5) Determine the financial feasibility of the project;
(6) Have the City of Dallas provide at least $10,000 to the project; and
(7) Develop an instrument with the City that delineates which project oversight/compliance activities will be undertaken by the County and which ones will be conducted by the City.

Of these issues, all but the last two have been resolved at the time that this memorandum is being prepared. Of these last two issues, the City is expected to announce whether it will be providing funding to this project on September 26, and City and County staff have been reviewing various methods by which the project’s administrative responsibilities can be assigned; a letter from the City’s Housing Director, which will outline previously-agreed upon administrative tasks and which should meet HUD’s requirements, is expected on September 29 if the City agrees to provide funding for the project.

SUMMARY OF CDCDC PROJECT

Under the proposed project with CDCDC, this organization would acquire the ten-unit apartment complex located at 5444 Gaston Avenue in Dallas. Constructed about forty years ago, the complex is generally in good condition, has had portions of it recently renovated, and will need approximately $35,000 for the remaining improvements that are needed.

The property will be sold to CDCDC at a cost of $600,000. A $480,000 loan from Bank of Texas has been secured and confirmed. The $99,150 that would be provided by the County would be used as the CDCDC’s downpayment and would be secured by a lien. The other $20,000 that would be needed to complete this transaction would be provided by CDCDC which has also requested $50,000 from the City in rehab assistance.

All of the ten units will be required to have rents over the next twenty years at levels that HUD considers to be affordable with four of the units being reserved for people referred by the Transaction Resource Action Center that are now too old for foster care (the four units that will be reserved for TRAC clients is less than the six units first proposed in July; this change has been made so that none of the complex’s existing tenants will be displaced and so that relocation assistance will not be needed). In addition, DHA will also provide the complex with six Section 8 vouchers.

The County would provide its funding at the time of closing subject to first having such requirements as the City providing at least $10,000 to the project and the property receiving sufficient environmental clearance being satisfied. In the event that the City does not provide funding to the project by September 30, 2004, then the County’s funding commitment would expire.

Each year that CDCDC complies with the terms of the twenty-year project agreement, including suitably maintaining the property, charging appropriate rents, and earmarking four units for use as
transitional housing, then five percent of the $99,150 that the County would provide would be retired. If, however, CDCDC failed to comply with the terms of this agreement, then CDCDC would be required to repay the County the outstanding balance.

**SUMMARY OF ALTERNATIVE PROPOSAL**

In the event that it is not possible to resolve the remaining CDCDC issues by September 30, it is proposed that the County allocate the $99,150 from its FY2001 CHDO award, as well as the $98,100 from its FY2002 award, to Seagoville Senior Citizens Housing Incorporated (SSCHI) so that four affordable elderly rental units could be constructed in Seagoville. SSCHI presently owns and operates ninety units, of which twenty-four have been built with County assistance. SSCHI has informed the County that this proposed four-unit addition would be the last project that it would be able to undertake at its current location until the City expands sewer service capacity at some later date. If funding were to be approved for this alternative proposal, construction could begin before the end of this calendar year and be completed within about four months. It should also be noted that if funding for this project is approved, the County will still have $104,750 available in FY2003 CHDO funding and that staff will continue to work with the City of Dallas to develop other CHDO projects that have a positive impact on the County’s general fund budget, be an extension of a County-involved initiative, or fill a void in the County’s social service delivery system.

**IMPACT ON FINANCE**

If the County does not contractually obligate its FY2001 CHDO funding by September 30, then this funding will revert back to HUD.

**RECOMMENDATION**

If the remaining issues associated with the CDCDC proposal can be resolved by September 30, then it is recommended that the County provide CDCDC with $99,150 in CHDO funding for the purchase of 5444 Gaston Avenue. If, however, it is not possible to resolve the remaining CDCDC issues by September 30, then it is recommended that the County provide SSCHI with $197,250 in CHDO funding so that four elderly rental housing units can be constructed and that staff continue to work with the City of Dallas to develop other CHDO projects.

Recommended by:

J. Allen Clemson, Administrator
cc: John Greenan, CDCDC
    Claude Allen, City of Dallas
    Lynell Douglas, SSCHI
    Virginia Porter, Auditor
    Ryan Brown, Budget Officer
September 30, 2001

To: Commissioners Court

From: Dan Savage, Assistant Administrator

Subject: Briefing and Court Order Same Day Rationale
George L. Allen Sr. Courts Building Addition and Renovation – Change Order No.1

It is recommended that Change Order No. 1 to the Haws & Tingle contract for the George Allen project be briefed and approved on the same agenda to expedite the submittal by the contractor of the required insurance coverage in order that the anticipated commencement date of the project can remain on schedule.
September 30, 2003

To: Commissioners Court

From: Dan Savage, Assistant Administrator

Subject: George L. Allen Sr. Courts Building Addition and Renovation - Change Order No. 1

BACKGROUND:
During the bidding process for a construction contractor an addendum was issued to the project specifications for Section 00600 INSURANCE, Part 4-COMMERCIAL GENERAL LIABILITY which changed the Property Damage limit requirements from $10,000,000 Each Occurrence and $20,000,000 Aggregate to $1,000,000 Each Occurrence and $2,000,000 Aggregate and PART 6-UMBRELLA EXCESS LIABILITY coverage amount from $10,000,000 to $30,000,000. This change was necessary in order to allow a contractor to obtain a $30,000,000 ultimate limit on the project. Excess underwriters are generally unwilling to write policies that attach at higher levels because they may not know of potential losses or be able to defend them effectively unless they are involved at the lower levels.

When Section 00600 was revised before the contract was finished for the George Allen Project, the addendum change was overlooked and the higher limits were left in the document. This proposed change order to the contract would correct the inconsistency between the addendum and the document, which are both referred to in the contract.

IMPACT ON OPERATIONS:
This change order will allow the contractor to proceed with the insurance requirements as established in the bid documents.

FINANCIAL IMPACT:
No financial impact is anticipated. As a result of this Change Order No. 1 the contract price remains unchanged.

LEGAL:
The Civil District Attorney's office has reviewed the proposed change.

RECOMMENDATION:
It is recommended that the Commissioners Court approve Change Order No.1 to the contract with Haws & Tingle, Ltd. for the George Allen Civil Courts project. A Court Order with Change Order No. 1 has been prepared and placed on today's agenda for Commissioners Court approval in order to expedite the commencement of the project as scheduled.

Recommended by:

Dan Savage, Assistant Administrator for Operations

Attachments
COURT ORDER

ORDER NO.: __________________________

DATE: __________________________

STATE OF TEXAS §

COUNTY OF DALLAS §

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

WHEREAS, on July 22, 2003 by Court Order No. 2003-1312, Haws & Tingle, Ltd. was awarded a contract for the Dallas County Civil Courts – George L. Allen Sr. Courts Building Addition and Renovation, 600 Commerce Street, Dallas, Texas, Bid No. 2003-104-1348, for an amount not to exceed $38,291,000.00; and

WHEREAS, on September 30, 2003, the Commissioners Court was briefed of the need for clarification to the insurance coverage limits, as specified in Section 00600 of the specifications for the project, to be provided by Haws & Tingle, Ltd.; and

WHEREAS, it is recommended that Change Order No. 1 to the contract which states the Comprehensive General Liability Property Damage limits and the Umbrella Excess Liability coverage for the George Allen Civil Courts Expansion project be approved.

WHEREAS, all other terms and conditions of the contract remain unchanged.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court hereby authorizes the County Judge to execute Change Order No. 1 to the contract with Haws & Tingle, Ltd. for the Dallas County Civil Courts – George L. Allen Sr. Courts Building Addition and Renovation, 600 Commerce Street, Dallas, Texas, Bid No. 2003-104-1348.

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

Margaret Kelliher
County Judge

Jim Jackson
Commissioner District #1

Mike Cantrell
Commissioner District #2

John Wiley Price
Commissioner District #3

Kenneth A. Mayfield
Commissioner District #4

Recommended by: __________________________

Dan Savage
Assistant Administrator for Operations
CHANGE ORDER NUMBER: 1
DATE: September 30, 2003
ARCHITECT'S PROJECT NUMBER:

CHANGE ORDER NUMBER: 1
DATE: September 30, 2003
ARCHITECT'S PROJECT NUMBER:

THE CONTRACT IS CHANGED AS FOLLOWS:

(Item, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

Item 1 Specifications Bid No. 2003-104-1348
Section 00600, SPECIAL CONDITIONS, INSURANCE
PART 4 - COMPREHENSIVE GENERAL LIABILITY
2. Property Damage:
   $1,000,000 Each Occurrence
   $2,000,000 Aggregate
4. Contractual Liability:
   b) Property Damage:
      $1,000,000 Each Occurrence
      $2,000,000 Aggregate

Item 2 Specifications Bid No. 2003-104-1348
Section 00600, SPECIAL CONDITIONS, INSURANCE
PART 6 - UMBRELLA EXCESS LIABILITY
Coverage shall be maintained by Contractor in the amount of $30,000,000.

The original (Contract Sum) (Guaranteed Maximum Price) was $38,291,000.00
The net change by previously authorized Change Orders $0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was $38,291,000.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by
this Change Order in the amount of $0.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be $38,291,000.00
The Contract Time will be (increased) (decreased) (unchanged). by (-) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive for which the cost or time are in dispute as described in Subparagraph 7.3.8 of AIA Document A201.

Not valid until signed by the Architect, Contractor and Owner.

HLM DESIGN USA, INC.        HAWS & TINGLE, LTD.        DALLAS COUNTY
ARCHITECT (Typed name)       CONTRACTOR (Typed name)     OWNER (Typed name)
(Signature)                   (Signature)                     (Signature)
James D. Hasenzahl, CEO       Margaret Kelher,             
                           County Judge

BY                              BY                          BY

DATE                             DATE                          DATE
September 30, 2003

MISCELLANEOUS

1) **HEALTH AND HUMAN SERVICES** - requests authorization for the County Treasurer to release payroll for the Texas Department of Health Document No. 756009056 03-18, Refugee for the months of October and November.

2) **FACILITIES MANAGEMENT** - requests approval for the Dallas County Community College to use the Commissioners Courtroom for their annual meeting on November 14, 2003 from 2:00 p.m. to 5:30 p.m. Facilities Management will prepare the necessary Building Use Permit and Dallas County Security will provide one Security Office for the event.

3) **INSTITUTE OF FORENSIC SCIENCES** - requests approval for various minor revisions by the City of Dallas for Breath Alcohol Technical Supervisor Services and to authorize the County Judge to execute the revised Interlocal Agreement.

   (Please Refer to Information Item No. 3-Changes are highlighted)

   (COURT ON FORMAL AGENDA)

4) **JUVENILE DEPARTMENT** - requests approval for the Juvenile Department staff to utilize a County vehicle for a one day trip to the Texas Youth Commission’s Marlin State Reception Center Giddings State School on October 8, 2003.

TRAVEL REQUESTS

5) **INSTITUTE OF FORENSIC SCIENCES** - requests approval for Jill Urban, MD to attend a Forensic Anthropology and Skeletal Identification Workshop in Littleton, CO on October 12-15, 2003 at no cost to Dallas County.
6) **DISTRICT CLERK** - requests approval for:

   a) Teerachai Likitsomboon to attend the OnBase System Administrator Training in Cleveland, OH on October 19-23, 2003: $935 is available in General Fund, District Clerk Department, Professional Fees Account, FY Budget 2004, (00120.4020.05590.2004).

   b) Sharon Camarillo to attend the OnBase Advanced System Administrator Training in Cleveland, OH on November 9-13, 2003: $935 is available in General Fund, District Clerk Department, Professional Fees Account, FY Budget 2004, (00120.4020.05590.2004).

7) **HEALTH & HUMAN SERVICES DEPARTMENT** - requests approval for:

   a) Assefa Tulu and Darin Williams to attend the TXEDSS Training in Austin, Texas on October 1-2, 2003 **at no cost to Dallas County**.

   b) Susan Kent, Eleanor Weddington and Marcelino Rendon to attend the TB Program Managers & Medical Records Meeting in Austin, Texas on October 8-10, 2003: $1,117.92 is available in Grant Fund, TB Prevention & Control Department, Conference Training Account, FY Budget 2004, (00466.8701.2460.2004).

   c) Carrie Solberg, Anita Friedman, Evangeline Reynolds and Victor Rodriguez to attend the Weapons of Mass Destruction/Incident Command Center Training in DFW Airport on October 20-23, 2003: $121.32 is available in Grant Fund, OPHP Bioterrorism Department, Conference Training Account, FY Budget 2004, (00466.08723.02460.2004).

   d) Jeff Jordan, Karin Petties, Earlene Quinn, and David Blais to attend the Quarterly Meeting of Texas Title I EMA’s in Houston, Texas on October 24, 2003: $750 is available in Grant Fund, Ryan White T1 Department, Workshop Account, FY Budget 2003 (00466.65504.04210.2003) and $250 is available in Grant Fund, Ryan White T1 Department, Workshop Account, FY Budget 2003 (00466.65502.04210.2003).

   e) Thomas J. Davis to conduct an STD Update at the request of the Arkansas Department of Health in El Dorado, Arkansas on October 26-28, 2003: $558 is available in Grant Fund, STD Trg/CDC Department, Conference Training Account, FY Budget 2003, (00466.08900.02460.2003).

   f) Shelia Fisher to attend the HRSA/HAB 2003 CARE Act Data Report Training in Phoenix, AZ on November 8-11, 2003: $1,000 is available in Grant Fund, Ryan White Title-1 Department, Workshop Account, FY Budget 2003, (00466.65502.04210.2003).
**EXCEPTION TO TRAVEL REQUESTS**
**UNLESS SPECIFICALLY OBJECTED TO, ALL ITEMS PRESENTED AS EXCEPTIONS ARE CONSIDERED TO BE APPROVED**

8) **INSTITUTE OF FORENSIC SCIENCES** - requests approval for Joni McClain, Staci Turner, Walter Kemp, Christopher Young and J. Keith Pinckard to attend the National Association of Medical Examiners Meeting in San Jose, CA on September 15-19, 2003 at no cost to Dallas County.

### MISCELLANEOUS EQUIPMENT

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>ITEMS:</th>
<th>1090 Data Services</th>
<th>2 - 6 foot HON Tables ($250 ea.)</th>
<th>$500</th>
<th>Major Technology Fund, Project 92031</th>
<th>Major Technology Fund, Project 92031</th>
<th>Data Services Department requests to purchase two (2) Six-foot HON tables with keyboard trays for the 2 high-speed scanners, computers and other components for the recently approved Sheriff's Imaging Project (CO-2003-606) bought with funds from MTF, Project 92031. They are under budget for this project and requests to use the remaining money to purchase the two tables. Their existing tables are too small and not sturdy enough to support the heavy and bulky scanners and work stations. Recommended by the MIS Director.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2) DEPARTMENT:</td>
<td>ITEMS:</td>
<td>5420 Truancy Courts</td>
<td>North Location</td>
<td>90 - Waiting Area Chairs ($1,863)</td>
<td>2 - Secretarial Chairs ($400)</td>
<td>2 - Desks ($1,120)</td>
<td>Central Location</td>
</tr>
</tbody>
</table>
ESTIMATED COST: $6,475
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 00120.5420.02090.2003 (General Fund, Truancy Courts, Property less than $5,000, FY2003)
PROPOSED ACTION: The Truancy Court Coordinator requests authorization to purchase furniture and equipment required for the start-up of the third Truancy Court. The North location is requesting to purchase a desk to replace a desk that is broken and for one new position added during FY2003. Also, the requested chairs are needed for the waiting area at the North Location. Recommended by Office of Budget and Evaluation.

(3) DEPARTMENT: 1027 Auto Service Center
ITEM: 1 - Standard PC with Office Standard Software with speakers ($1,650)
ESTIMATED COST: $1,650
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 00120.1027.02093.2003 (General Fund, Auto Service Center, Computer Hardware less than $5,000)
PROPOSED ACTION: The Auto Service Center requests authorization to purchase a standard PC with Office standard software to more efficiently utilize County network functions at the ASC. The speakers will allow the ASC staff to obtain technical training from the Internet and CD-ROM's. Recommended by the Management Information Systems Director.

TELECOMMUNICATIONS REQUEST

District Attorney - requests:
M-0309008 to change an existing multi-line station to a fax line in room A8 on the 11th floor of the FCCB. Equipment: $0.00; Installation; $0.00, labor covered by contract; no recurring cost. Recommended.

M-0309013 to install a single-line phone to be used by a new employee. Equipment: $40.32; Installation; $58.75, labor covered by contract; no recurring cost. Recommended.

UTMB D-0309016 requests to install a fiber cable drop in room A14-5 on the 5th floor of the FCCB. Installation: $997.00; no recurring cost. Recommended.
Commissioners Court Administration M-0309016 & D-0309005 requests to install a phone line and a data-line to relocate an existing workstation. Installation: $100.25; no recurring cost. Recommended.

Forensic Science D-0309003 requests to install two data-line cables to support new server and storage device for the department. Installation: $158.00; no recurring cost. Recommended.

District Attorney Civil D-0309008 requests to install a new data-line cable on the 5th floor of the Administration building for a new Attorney's access to the network. Installation: $58.75; no recurring cost. Recommended

Juvenile Cliffhouse D-0309009 requests to install a data-line cable in the conference room on the 2nd floor to relocate the network printer. Installation: $79.00; no recurring cost. Recommended

Health & Human Services - requests:
M-0309010 to reprogram extension 2155 to have a line appearance for extensions 2141, 2156, 2153 and 6042 to provide back up for incoming calls. Equipment: $0.00; Installation ; $0.00, labor covered by contract; no recurring cost. Recommended.

M-0309011 to install a multi-line phone with voice-mail for a new hire on the 5th floor room 500. Equipment: $38.00; Installation ; $0.00, labor covered by contract; no recurring cost. Recommended.

Sheriff NTATF - requests:
M-0309019 to exchange extension numbers for Investigator to relocate to room C1-13 on the 10th floor of the FCCB. Equipment: $0.00; Installation ; $0.00, labor covered by contract; no recurring cost. Recommended.

M-0309020 to exchange extension numbers for Investigator to relocate to room C1-16 on the 10th floor of the FCCB. Equipment: $0.00; Installation ; $0.00, labor covered by contract; no recurring cost. Recommended.

County Clerk M-0309022 requests to install a single-line on the 2nd floor of the Records building in the conference room. Installation: $83.00; no recurring cost. Recommended

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