# DALLAS COUNTY COMMISSIONERS COURT
## BRIEFING AGENDA

April 20, 2004

## REPORTS/RECOMMENDATIONS/REQUESTS

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<th>Description</th>
<th>Page Nos.</th>
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<td>N/A (N/A)</td>
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<td>2)</td>
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<td>3)</td>
<td><strong>SHERIFF</strong></td>
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<td></td>
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FIVE SIGNATURE DOCUMENT(s) FOR CONSIDERATION

Minister’s Letter of Appreciation

DATE(s) TO REMEMBER
Date: April 14, 2004

To: Dallas County Commissioners Court

From: Michael K. Griffiths, Director

Re: Application for Continued Participation in the USDA National School Lunch/School Breakfast Program

BACKGROUND OF ISSUE
The Dallas County Juvenile Department has participated in the National School Lunch/School Breakfast Program for a number of years. The Texas Department of Human Services (TDHS) administers this program, which reimburses the County for a portion of the cost of breakfasts, lunches and dinners served at the Juvenile Department's six residential facilities. Since 1996, reimbursement to Dallas County for participation in the program has increased as we have added new residential sites. Additionally, in December of 1999 the Juvenile Department became eligible for application and was approved for participation in the "Afterschool Care Snacks Program", a component of the National School Lunch/School Breakfast Program which started in October of 1998 and originally was available only to selected schools and recreation centers. Instead of claiming snacks, this program component allows us to claim dinners for reimbursement, currently at the rate of $.58 per eligible meal.

The program has generated the following reimbursement income for the last eight years:

<table>
<thead>
<tr>
<th>CONTRACT YEAR</th>
<th>AVG. MONTHLY INCOME</th>
<th>ANNUAL INCOME</th>
</tr>
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<tbody>
<tr>
<td>1996 - 1997</td>
<td>$35,600</td>
<td>$388,643.00</td>
</tr>
<tr>
<td>1997 - 1998</td>
<td>$36,700</td>
<td>$437,222.00</td>
</tr>
<tr>
<td>1998 - 1999</td>
<td>$45,600</td>
<td>$547,201.00</td>
</tr>
<tr>
<td>1999 - 2000</td>
<td>$59,756</td>
<td>$717,070.00</td>
</tr>
<tr>
<td>2000 - 2001</td>
<td>$62,792</td>
<td>$753,508.00</td>
</tr>
<tr>
<td>2001 - 2002</td>
<td>$64,302</td>
<td>$771,624.00</td>
</tr>
<tr>
<td>2002 - 2003</td>
<td>$65,009</td>
<td>$780,111.00</td>
</tr>
<tr>
<td>2003 - 2004 (Projected)</td>
<td>$66,716</td>
<td>$800,592.00</td>
</tr>
</tbody>
</table>

TOTAL INCOME 7-96 to 6-04 (projected) $5,195,971.00
This briefing seeks approval to renew the agreement for Dallas County participation in the National School Lunch/School Breakfast Program for the contract year 2004-2005. During contract year 1999-2000, a new contract format introduced an open ended expiration date, contingent on neither party terminating the agreement. Thus there is no need to sign a new contract this year, we only need to submit application materials.

IMPACT ON OPERATIONS AND MAINTENANCE
Compliance with the guidelines of this program requires additional efforts from the Sheriff's Department Central Kitchen staff (who provide the majority of our meals), Juvenile Department staff, and Dallas County Auditor's staff. Audits of the NSL/SB program require production records and nutritional information records beyond those required in jail food service operations. The Juvenile Department maintains documentation for reimbursement of meals prepared at the Youth Village, where staff at a part-time kitchen prepare dinner for its residents and those at the adjoining Lyle B. Medlock Treatment Center. The Sheriff's Department maintains documentation associated with their meal production.

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

LEGAL INFORMATION
During contract year 1999-2000, a new contract format introduced an open ended expiration date, contingent on neither party terminating the agreement. Thus we only need to submit application materials.

We have provided the permanent agreement and current application documents to Bob Schell at the District Attorney's Office for review.

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

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

RECOMMENDATION
The Juvenile Department recommends that Commissioners Court approve the application to continue participation in the National School Lunch/School Breakfast Program for the contract period July 1, 2004 through June 30, 2005, and authorize the County Judge to sign application documents on behalf of Dallas County. It is also recommended that the Dallas County Juvenile Department’s Deputy Director of Institutional Services be designated as the School Food Authority and act as contract manager for the National School Lunch/School Breakfast Program, and that the Dallas County Judge and the Juvenile Department’s Assistant Director be authorized as alternate signatories.

APPROVED BY: Michael K. Griffiths, Director
Date: April 14, 2004
To: Paula Stephens, Commissioners Court Clerk
From: Marta F. Ballesté, Deputy Director of Institutional Services
Re: Application for Continued Participation in the USDA National School Lunch/School Breakfast Program

I am enclosing forms associated with the above referenced brief, which is scheduled for the April 20, 2004 Commissioners Court meeting. The enclosed forms, which will require Judge Keliher's signature, are for reference only. Completed copies will be submitted with the CC order next week.

Enclosed:

1. Application for Participation and Policy Statement, Form 1610
2. Individual Site Information, Form 1609
3. Certification of Authority, Form 4508
4. Single Audit Identification Data, Form 1569
MEMORANDUM

Date: April 14, 2004

To: Dallas County Commissioners Court

From: Michael K. Griffiths, Director

Subject: Interlocal Agreement with the University of Texas at Dallas for evaluating the effectiveness of the Juvenile Drug Court Program

Background of Issue

The Juvenile Department received an award from the U.S. Department of Justice’s Office of Justice Programs (OJP) to operate a Juvenile Drug Court. The Commissioners Court approved the acceptance of this award through Court Order No. 2003-2090, dated November 11, 2003. One of the conditions of the OJP application was for the applicant to identify an independent evaluator who would develop specific performance measures and develop statistical models to analyze and measure the effectiveness of the Juvenile Drug Court Program.

At the time of the grant application, only the University of Texas at Dallas expressed an interest to participate in the evaluation process. Subsequently, Dr. Simon Fass of the University of Texas at Dallas was named as the lead evaluator. Dr. Fass has conducted similar studies for this department in the past and is an expert in program evaluation. The purpose of this briefing is to request Commissioners Court approval to enter into an interlocal agreement with The University of Texas at Dallas to engage the services of Dr. Simon Fass as the Lead Program Evaluator.

Operational Impact

The Department will provide case file and database access to Dr. Fass. It is expected that data from the Juvenile Department’s database will be downloaded to a separate program for statistical analysis. Personal or child identity related data will be maintained in the strictest of confidence and will not be included in any of the reports or evaluations.

Fiscal Impact

The grant award includes funding in the following amounts for Dr. Fass’s service: Year 1 - $17,456; Year 2 - $17,165 and Year 3 - $17,165.
The compensation to the University of Texas at Dallas includes prorated salary and fringe benefits associated with Dr. Simon Fass. It is estimated that Dr. Fass will spend approximately 15% of his time per annum working on this project.

**Legal Impact**

The interlocal agreement (attached) has been reviewed and approved as to form by Assistant District Attorney Joel Winful. The signatures of the Dallas County Judge and the Director of the Juvenile Department are required on the agreement.

**Performance Measures**

The agreement will enable the department to engage the services of the University of Texas at Dallas to develop a process and outcome evaluation of the Juvenile Drug Court Program.

**Project Schedule/Implementation**

The Juvenile Drug Court program has been in operation since February 2004.

**M/WBE Information**

M/WBE is not applicable to the Juvenile Drug Court grant.

**Recommendation**

It is recommended that the Dallas County Commissioners Court approve the Juvenile Department's request to enter into an interlocal agreement with The University of Texas at Dallas for the purpose of evaluating the effectiveness of the Juvenile Drug Court Program. It is further recommended that the Commissioners Court authorize the Dallas County Judge to sign the agreement on behalf of Dallas County.

**Recommended by:**

Michael K. Griffiths, Director
STATE OF TEXAS

COUNTY OF DALLAS

INTERLOCAL AGREEMENT TO CONDUCT AN OUTCOME EVALUATION
OF THE DRUG COURT PROGRAM
BETWEEN
THE UNIVERSITY OF TEXAS AT DALLAS
AND
DALLAS COUNTY
ON BEHALF OF THE
THE DALLAS COUNTY JUVENILE DEPARTMENT

WHEREAS, The University of Texas at Dallas ("UT Dallas") is a state institution of higher education established under the laws of the State of Texas as a component of The University of Texas System; and Dallas County ("County") on behalf of the Dallas County Juvenile Department ("DCJD") is a governmental entity of the State of Texas; and

WHEREAS, UT Dallas has agreed to conduct an evaluation of the Dallas County Juvenile Department's Drug Court Program.

NOW THEREFORE, UT Dallas and County, on behalf of DCJD, enter into this Agreement pursuant to the authority of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act.

1. TERM

The term of this Agreement shall be effective from the date of execution through August 31, 2006, unless otherwise stated in this Agreement.

2. RELATIONSHIP OF THE PARTIES

Each party is acting independently, and neither is an agent, servant, employee or joint enterprise of the other. UT Dallas represents that it has, or will secure at its own expense, all personnel and consultants required in performing the Services under this Agreement. Such personnel and consultants shall not be employees of, or have any contractual relationship with DCJD. No officer and/or member of the governing body of the DCJD shall participate in any decision relating to this Agreement which affects their personal interest or have any pecuniary interest in this Agreement or process thereof.
3. SCOPE OF WORK

A. RESPONSIBILITIES OF UT DALLAS

UT Dallas, through Professor Simon Fass will take primary responsibility for implementing Drug Court process and outcome evaluations. Major activities in this regard include:

1. Assist in the establishment of the project’s Management Information System.
2. Refine the method of randomly assigning individuals to experimental and control groups.
3. Participate in design and testing of instruments that staff will use to collect information from juveniles, their families, schools and service providers.
4. Provide training for staff in use of these instruments; exercising quality control on data obtained through interviews and from the Department’s juvenile database.
5. Conduct statistical and qualitative analyses of the data.
6. Produce and disseminate regular progress and evaluative reports.

4. REPORTING REQUIREMENTS

<table>
<thead>
<tr>
<th>Deliverable Task</th>
<th>Projected Completion Date</th>
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</thead>
<tbody>
<tr>
<td>Task: Submit evaluation plan to Bureau of Justice Administration</td>
<td>Per grant proposal</td>
</tr>
<tr>
<td>Task: Drug Court specifics Management Information System</td>
<td>Per grant proposal</td>
</tr>
<tr>
<td>Task: Process Evaluation</td>
<td>Per grant proposal</td>
</tr>
<tr>
<td>Task: Outcome Evaluation</td>
<td>Per grant proposal</td>
</tr>
<tr>
<td>Task: All statistical analysis</td>
<td>Per grant proposal</td>
</tr>
</tbody>
</table>

5. FUNDING AND FEES FOR SERVICES

It is agreed that the total cost to the Juvenile Department shall not exceed $51,786, and the University shall be reimbursed in accordance with the following:

A. The University shall be reimbursed for a portion of the administrative expenses, salary, including fringe benefits, related to Dr. Simon Fass, an employee of the university who will directly engage in performing the work required by this agreement as identified in section 3. The reimbursements for performing the work described will be as follows:
<table>
<thead>
<tr>
<th>Year One</th>
<th>Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
<td>15% of Annual Salary of $79,680</td>
<td>$11,952.00</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>27% of $11,952</td>
<td>$ 3,227.00</td>
</tr>
<tr>
<td>Indirect Cost</td>
<td>15% of $15,179($11,952+$3,227)</td>
<td>$ 2,277.00</td>
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<tr>
<td><strong>Total Year One</strong></td>
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<td><strong>$17,456.00</strong></td>
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<table>
<thead>
<tr>
<th>Year Two</th>
<th>Description</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td>Salary</td>
<td>14.75% of Annual Salary of $79,680</td>
<td>$11,753.00</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>27% of $11,753</td>
<td>$ 3,173.00</td>
</tr>
<tr>
<td>Indirect Cost</td>
<td>15% of $14,926($11,753+$3,173)</td>
<td>$ 2,239.00</td>
</tr>
<tr>
<td><strong>Total Year Two</strong></td>
<td></td>
<td><strong>$17,165.00</strong></td>
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<table>
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<tr>
<th>Year Three</th>
<th>Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
<td>14.75% of Annual Salary of $79,680</td>
<td>$11,753.00</td>
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<tr>
<td>Fringe Benefits</td>
<td>27% of $11,753</td>
<td>$ 3,173.00</td>
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<tr>
<td>Indirect Cost</td>
<td>15% of $14,926($11,753+$3,173)</td>
<td>$ 2,239.00</td>
</tr>
<tr>
<td><strong>Total Year Three</strong></td>
<td></td>
<td><strong>$17,165.00</strong></td>
</tr>
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**Total Three Year Budget**  
$51,786.00

B. The University shall maintain separate time records detailing time spent by the employee directly engaged in performing the work required by this agreement. All documents pertaining to the services provided under this agreement must be maintained in a manner that is consistent with the University's policy and practice as approved by the cognizant federal audit agency.

C. The Juvenile Department shall only be liable for the costs listed in Section 5. A. of this agreement. Any other costs incurred will be at the University's own risk and the Juvenile Department will not be held liable for those costs.

D. Payment will be made to the University by the Juvenile Department upon receipt of a verified and proper billing.

**6. TERMINATION**

Either party may terminate this Agreement and any renewal thereof, with or without cause, by sending thirty (30) day prior written notice to the other party.

**7. NOTICE**

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.
DCJD:
Michael K. Griffiths, Director
Dallas County Juvenile Department
2600 Lone Star Drive
Dallas, Texas 75234

Phone: 214-698-2223
Fax: 214-698-5508
Email: mgriffiths@dallascounty.org

THE UNIVERSITY OF TEXAS
AT DALLAS
Carolyn S. Ivey
Assistant Director
Office of Sponsored Projects
PO Box 30688, MS MP15
Richardson, TX 75083-0688
Dallas, Texas 75390-9013
Phone: (972) 883-2315
Fax: (972) 883-2310
civey@utdallas.edu

8. INSURANCE AND INDEMNIFICATION

A. To the extent authorized by the Constitution and laws of the State of Texas and without the establishment of a sinking fund, DCJD shall hold harmless and indemnify The University of Texas System ("System"), the University, their Regents, their officers, employees and agents, from and against any and all claims, liabilities, losses, judgements, expenses and/or damages resulting from or attributable to any act or omission of DCJD, its officers and employees, including any acts constituting negligence.

B. To the extent authorized by the Constitution and laws of the State of Texas, UT Dallas shall hold harmless and indemnify DCJD, Dallas County, the Commissioners and Dallas County Juvenile Board and their members, officers and employees, from and against any and all claims, liabilities, losses, judgements, expenses and/or damages resulting from or attributable to any act or omission of UT Dallas, its officers and employees, including any acts constituting negligence pertaining to the activities to be carried out pursuant to the obligations of this Agreement.

9. INSURANCE

UT Dallas, as a component of The UT System, is an agency of the State of Texas and is self-insured pursuant to The University of Texas System Professional Medical Malpractice Self-Insurance Plan, under the authority of Section 59.01, Texas Education Code. University has and will maintain in force during the term of this Agreement adequate insurance to cover its indemnification obligations hereunder.

10. SUBCONTRACTING

A. UT Dallas may not enter into agreements with subcontractors for delivery of the designated services outlined in this Agreement without prior written consent of the DCJD. In selecting subcontractors, UT Dallas shall ensure that existing community-based organizations are utilized to the fullest extent possible.
B. Subcontracts, if any, entered into by the UT Dallas will be in writing and subject to all requirements herein. UT Dallas agrees that it will be responsible to DCJD for the performance of any subcontractor. Also, UT Dallas shall pay all subcontractors in a timely manner.

11. CHOICE OF LAWS AND VENUE

In providing services required by this Agreement, UT Dallas must observe and comply with all licenses, legal certifications, or inspections required for the services, Facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. This Agreement shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas. All statutes and law stated herein shall be updated as amended.

12. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

13. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

14. SIGNATORY WARRANTY

The person or persons signing and executing this Agreement on behalf of UT Dallas, or representing themselves as signing and executing this Agreement on behalf of UT Dallas, do hereby warrant and guarantee that he, she or they have been duly authorized by UT Dallas to execute this Agreement on behalf of UT Dallas and to validly and legally bind UT Dallas to all terms, performances and provisions herein set forth.

15. ENTIRE AGREEMENT

This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.
16. BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

17. FEDERAL FUNDED PROJECT

If this Agreement is funded in part by either the State of Texas or federal funding, UT Dallas agrees to timely comply without additional cost or expense to DCJD, unless otherwise specified herein, to any statute, rule, regulation, grant, Agreement provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

18. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

19. ASSIGNMENT

UT Dallas assures that it will not transfer or assign its interest in this Agreement without the prior written consent of the DCJD. UT Dallas understands that in the event that all or substantially all of UT Dallas's assets are acquired by another entity, UT Dallas is still obligated to fulfill the terms and conditions of this Agreement.

20. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
21. SOVEREIGN IMMUNITY

This Agreement is expressly made subject to UT Dallas’s governmental immunity and DCJD’s sovereign immunity, Title 5 of the Texas Civil Remedies Code and all applicable State and federal law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties or the DCJD has by operation of law. Nothing herein is intended to benefit any third-party beneficiaries to this Agreement.

22. PREVENTION OF FRAUD AND ABUSE

UT Dallas shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or Program abuse involving UT Dallas’s employees or agents that involve funds or activities under this agreement shall be reported immediately by the DCJD to the Office of the Inspector General for appropriate action. Moreover, UT Dallas warrants to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible UT Dallas and grantees. UT Dallas shall, upon notice by DCJD, refund expenditures of the UT Dallas that are contrary to this Agreement and deemed inappropriate by the DCJD. Said notice requires that the DCJD provide written notice of such claims and include the evidence and reasons for such charges.

23. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of the DCJD under this Agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement. UT Dallas shall have no right of action against DCJD in the event DCJD is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that DCJD is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, DCJD, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to UT Dallas at the earliest possible time prior to the end of its fiscal year; however, DCJD shall be required to pay UT Dallas for services already received at the time it gives notice.

24. CONFIDENTIALITY AND RECORDS

Both parties shall safeguard and adhere to all confidentiality, privacy and security requirements according to the applicable federal, State and local rules and regulations for the privacy and security of all information, including without limitation HIV/AIDS-related information, accessed while performing under this Agreement. All records created under this Agreement shall belong to the DCJD.
25. PROMPT PAYMENT ACT

UT Dallas agrees that a temporary delay in making payments due to the DCJD's accounting and disbursement procedures shall not place them in default of this Agreement and shall not render the DCJD liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251, Texas Government Code, as amended.

26. FORCE MAJEURE

Neither DCJD nor UT Dallas shall be deemed in violation of this Agreement if either is prevented from performing any of the obligations hereunder by reason of, for or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge or civil authority, an act of God, or any cause reasonably beyond the party’s control and not attributable to its neglect. In the event of such an occurrence the time for performance of such obligations or duty shall be suspended until such time that such disability to perform, for which the party is not responsible or circumstances beyond its control, shall be removed. The party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. Each party shall make all reasonable efforts to mitigate the effects of any suspension.

27. TRANSITION SERVICES

Upon notice of termination and/or expiration of this Agreement, the DCJD shall have the right to request an audit (and UT Dallas shall reasonably accommodate such a request), at DCJD expense and at a reasonable time mutually agreed upon by the parties, any and all records of UT Dallas relating to this Agreement. Moreover, upon termination and/or expiration date of this Agreement, UT Dallas agrees to transition the Services provided herein in a cooperative manner and provide the following to DCJD, within sixty (60) days after the date of termination and/or expiration: (i) All Agreement and Services documentation identified in a complete, neat and orderly manner; and (ii) Good faith pledge to cooperate with DCJD upon transition of Services to another UT Dallas or DCJD providing the same or similar services; and (iii) Final accounting of all income from the Agreement; and (iv) Downloading and removal of all DCJD information from UT Dallas’s equipment and software; and (v) Removal of UT Dallas’s Services without effecting the integrity of DCJD’s systems; and (v) All Records and DCJB property. This provision shall survive Agreement termination. If UT Dallas is requested to provide additional services beyond those outlined herein, it shall be compensated at a rate to be mutually agreed upon prior to provision of such services.
EXECUTED THIS _____ DAY OF ____________________________ 2004.

COUNTY:       UT DALLAS:

BY: Margaret Keliher
              Robert L. Lovitt
          Dallas County Judge
              Senior VP for Business Affairs

RECOMMENDED:

BY: Michael K. Griffiths, Director
              Bob Schell
          Dallas County Juvenile Department
              Assistant District Attorney
              Chief, Civil Section

APPROVED AS TO FORM*:

*By law, the District Attorneys’ Office may only advise or approve contracts or legal documents on behalf of its Clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our Client. Our approval of this document was offered solely for the benefit of our Client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).
Date: April 14, 2004

TO: Dallas County Commissioner's Court

FROM: Captain David Kuykendall / North Texas Auto Theft Task Force

SUBJECT: FY-2005 Texas ATPA Grant Submission

THROUGH: Channels

Background Information

Since 1993, Dallas County has been the recipient of a grant from the Texas Automobile Theft Prevention Authority to combat auto theft. From 1993 to February 10, 1999, the grant, titled the Dallas County Commercial Auto Theft Task Force, was administered and operated by the Dallas County District Attorney's Office. On February 11, 1999, pursuant to a request from the District Attorney, the Dallas Sheriff's Department assumed operational control of the grant.

In FY2000, the grant structure was revised to become a multi-jurisdictional task force. The operational area was expanded to include Collin, Dallas, Denton, Ellis, Kaufman and Rockwall counties under the new grant title of the North Texas Auto Theft Task Force (NTATTF).

For FY2003, the ATPA staff requested that we submit a second grant application to create an enforcement unit dedicated to the investigation of auto theft insurance fraud. That grant was subsequently approved and the Regional Auto Insurance Fraud Task Force of North Texas (RAIFTFNT) was formed.

In FY2004, due to the state's budget shortfall, the ATPA's funding allocation was decreased by 34%, which was subsequently passed down to the various task forces. This resulted in the elimination of three detectives from the NTATTF, which also reduced our operational area through the elimination Kaufman and Rockwall counties. The budget reduction also eliminated one detective from the RAIFTFNT.

For FY2005, the ATPA staff recommends that Dallas County consolidate both grants under the North Texas Auto Theft Task Force. The NTATTF would then consist of two distinct units with target specific missions. The auto theft unit's primary mission will be to investigate commercial auto theft and their related offenses, with a secondary mission to continue to investigate auto theft as a whole within the project area. The insurance fraud unit will investigate "single claim" auto theft insurance fraud.

The purpose of this briefing is to obtain approval from the Commissioners Court to submit a Texas ATPA grant application for the FY2005 grant period (September 1, 2004 – August 31, 2005). The grant application must be received by the ATPA by May 7, 2004.
Operational Impact

The decision to change the investigative focus of the task force from normal auto theft to commercial auto theft is a result of an on-going investigation involving multiple agencies within our project area. Traditionally, auto theft units focus on passenger vehicle thefts due to this category comprising the majority of all auto thefts. Additionally, auto theft is considered a "gateway" crime due to the vehicle being used to commit other crimes (robbery, burglary, and other thefts, etc.). While some larger agencies and ATPA task forces may have the resources to expand their investigations to include the other crimes, the majority does not. Jurisdictional restrictions and the lack of intelligence sharing by law enforcement in general compound this investigative dilemma.

Commercial auto theft, and their related "gateway" crimes, is a category of auto theft that has gone virtually unnoticed and under-investigated by local law enforcement as a whole throughout the state. While the theft of commercial style vehicles (truck-tractors) is relatively low in comparison to passenger style vehicles, one commercial vehicle can be utilized to steal countless semi-trailers and cargo containers. Estimates of U.S. cargo theft cost $1 billion a month, with most of the thefts occurring in the transportation process. The theft of the truck/tractor is certainly the nexus to other costly crimes. In the past, the FBI took the lead in these investigations due to the potential for offenses involving the interstate transportation of stolen vehicles/property. However, since the tragic events of 9-11, the FBI redirected their efforts towards homeland security issues, which further exacerbated this multi-billion-dollar problem.

The four counties covered by this unit (Collin-Dallas-Denton-Ellis) are the crossroads for commercial vehicle traffic in Texas and the southern portion of the United States. North-south traffic on IH-35 and IH-45 and east-west traffic on IH-20 and IH-30 are the major arteries leading to other parts of the country. This makes our project area the prime target for commercial auto theft and their related crimes in Texas.

Financial Impact

The total project cost is $1,091,099, which includes $804,464 in ATPA funding and an in-kind match of $286,635. The $804,464 in requested ATPA funding is the combined FY2004 allocations for the NTATF ($620,400) and the RAFTFNT ($184,064). These funding sources pay for all task force expenditures, therefore, there is no financial impact to Dallas County.

Legal Impact

The Texas Automobile Theft Prevention Authority (ATPA) was established by the 72nd Legislature in 1991 to create a statewide effort for the reduction of vehicle theft through the funding of grants dedicated to this task. The Commissioners Court must approve the submission of the Texas ATPA grant application.

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1 Building Security into the Supply Chain by W. Gordon Fink – July 2003 Viewpoint / inboundlogistics.com
Recommendation

It is recommended that the Commissioners Court approve the North Texas Auto Theft Task Force's submission of the FY2005 Texas ATPA grant application in the amount of $1,091,099.

Recommended by:

[Signature]
David Kuykendall
Captain / Task Force Commander
North Texas Auto Theft Task Force
April 20, 2004

TO: The Honorable Commissioners Court

FROM: Phillip J. Vasquez, Purchasing Director

SUBJECT: Rational for Same Day Briefing

This item is being briefed on the same day the Court Order is scheduled due to the amount of time and money payment has been withheld.
April 20, 2004

TO: The Honorable Commissioners Court

FROM: Scott McDowell, Senior Buyer

SUBJECT: Insurance Requirements for Bid No. 2003-161-1414, Annual Contract for Histology Services (Medical Examiner)

BACKGROUND/ISSUE

On October 7, 2003, the Commissioners Court awarded Bid No. 2003-161-1414, Annual Contract for Histology Services, to Tissue Techniques Pathology Labs LLC. This contract allows the Medical Examiner to deliver tissue samples to the vendor who then places sections of tissues taken at autopsy into plastic cassettes, chemically treats the tissue, embeds tissue into paraffin, cuts a thin slice of the tissue block and places it into a numbered microscope slide. One of the requirements of the contract is that the vendor must have Errors and Omission insurance coverage. Tissue Techniques Pathology Labs LLC quoted their bid price without considering the Errors and Omission insurance coverage because they do not carry that type of insurance as a general practice. The Auditor is currently withholding payment in the amount of $17,445.50.

Further review of the requirement for Errors and Omission insurance coverage was conducted by the Medical Examiner’s Office and Dallas County Risk Manager. It has been determined that Errors and Omission insurance coverage is not needed because of the following reason:

The Histology vendor does not render an opinion or provide interpretative information relied upon by the Medical Examiner. The vendor performs only mechanical laboratory processing. The Medical Examiner has duplicate fixed tissue which can be processed if needed and once the tissue blocks are fixed, additional slides can be made if required.

FINANCIAL IMPACT

Tissue Techniques Pathology Labs LLC has stated that their cost to procure the required Errors and Omission insurance coverage would cost approximately $40,000 per year. This cost would be passed on to Dallas County. This contract represents part of the Medical Examiner’s budget reduction efforts and a significant cost increase such as this would nullify the budget reduction effort. The two other firms who quoted on this bid are too expensive to consider as alternatives.

RECOMMENDATION

Given the mechanical nature of the services provided by the Histology vendor, the Purchasing Department, in conjunction with the Medical Examiner and with concurrence by the Dallas
County Risk Manager, recommends that the Commissioners Court waive the Errors and Omission insurance requirement of Bid No. 2003-161-1414, Annual Contract for Histology Services and authorizes the County Auditor to release payment of all monies currently being withheld.

Should the Court concur with the recommendation, a Court Order is scheduled for this agenda.

RECOMMENDED FOR APPROVAL

Phillip J. Vasquez, Purchasing Director/sm
April 14, 2004

TO: The Honorable Commissioners Court

FROM: Willa Roberts - Purchasing Supervisor

SUBJECT: Sole Source Award of for the B-PAD

BACKGROUND/ISSUE
On March 4, 2003, the Commissioners Court awarded Bid No. 2003-021-1252, “RFP Preparation & Validations of Examinations for Dallas County Sheriff’s Deputies”, to Wyman & Associates, Inc. to develop and implement a testing system utilizing the B-PAD system.

The Sheriff’s Department has conducted a review of law enforcement agencies, both at a State and National level, to examine the hiring and promotional processes used by their peers.

It was determined that the B-PAD will meet all the requirements necessary for the promotional process. The B-PAD video test assess an applicant’s interpersonal skills and judgement. Candidates view video-based simulations on a TV monitor and then respond verbally, as if talking to real people in a real situation. B-PAD scenarios are standardized and they sample many different types of situations. Ethnicity and gender do not affect B-PAD results. B-PAD results are also unaffected by prior job experience or practice.

March of 2003 the briefing for the B-PAD was pulled by the Commissioners Court. However, the Sheriff’s Department Civil Service Commission approved the use of the B-Pad for the ranks of Deputy, Sergeant, Lieutenant, Captain, Detention Service Supervisor, and Detention Service Manager during its January 14, 2004 meeting.

The Sheriff’s Department is currently in the process of scheduling test, in order for the test to be effective the B-PAD process should be implemented.

FINANCIAL IMPACT
The amount of sole source expenditures for the B-PAD is estimated to be approximately $30,000.00 per year.

RECOMMENDATION
Texas Local Government Code 262.024 (a)(7)(B) authorizes exemptions for films, manuscripts or books. As a result, of exempt status, the Purchasing Department recommends a sole source award be granted for the acquisition of the B-PAD test video needed by the Dallas County Sheriff’s department for hiring/promotional testing employing the B-PAD process.

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

Approved By:

[Signature]
Philip J. Vasquez - Purchasing Director

c: David Kuykendal - Chief Deputy - Office of General Services
Tim Randall - H Manager Sheriffs Department
Matty Mauldin-Taylor- HR Director
Sherry Batie - HR
From: Sherry Batie
To: Wills Roberts
Date: Tue, Apr 13, 2004 12:13 PM
Subject: Approval of B-Pad by the Sheriff's Department Civil Service Commission

The Sheriff's Department Civil Service Commission approved the use of the B-Pad for the ranks of Deputy, Sergeant, Lieutenant, Captain, Detention Service Supervisor, and Detention Service Manager during its January 14, 2004 meeting.

Please put the approval of B-Pad back on the Commissioners Court agenda as soon as possible. Also, please provide Mattye a copy of the briefing.

Thanks in advance.

CC: Mattye Mauldin-Taylor
April 20, 2004

TO: The Honorable Commissioners Court

FROM: Scott McDowell, Senior Buyer

SUBJECT: RFP for Annual Contract for JP Court Fine Collections, RFP No. 2004-054-1471

BACKGROUND/ISSUE

A request for proposal has been written seeking solicitations from firms for an annual contract to effect the collection of JP Court costs and fines (initially for traffic tickets). The term of the contract will be for a two (2) year period with four (4) one year options to extend. The rating criteria and points assigned are as follows:

<table>
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<th>CRITERIA</th>
<th>POINTS</th>
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<tbody>
<tr>
<td>A. Qualifications and performance</td>
<td>50</td>
</tr>
<tr>
<td>B. Collection procedures</td>
<td>30</td>
</tr>
<tr>
<td>C. Computer network</td>
<td>5</td>
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<tr>
<td>D. MWBE</td>
<td>15</td>
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</tbody>
</table>

The proposals will be evaluated and scored by representatives from Purchasing, Auditor, Office of Budget and Evaluation, JP 1-1, JP 3-1 and Data Services. The MWBE Coordinator will evaluate and score the MWBE section. After evaluation and scoring, a recommendation for award will be presented to the Commissioners Court for consideration.

Please note some information is missing from the scope of work (specific type of dormant accounts to be turned over and information Data Services will provide). This information will be added to the specification once it is received from the responsible departments.

RECOMMENDATION

It is the recommendation of the Purchasing Department that the Commissioners Court approve the attached RFP and authorize the Purchasing Department to advertise solicitations in accordance with local procurement laws.

Should the Court concur with this recommendation, the RFP will be solicited based on this briefing.

RECOMMENDED FOR APPROVAL

Phillip J. Vasquez, Purchasing Director/sm
SECTION A

GENERAL CONDITIONS AND REQUIREMENTS FOR PROPOSALS

Dallas County, Texas hereby requests proposals from qualified firms, individuals, groups and/or organizations to provide COLLECTION SERVICES for Dallas County Justice of the Peace Courts. This will be a non-exclusive annual contract.

1. AMBIGUITY, CONFLICT OR OTHER ERRORS IN RFP:

Due care and diligence has been used in the preparation of this information, and it is believed to be substantially correct. However, if an offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, he shall immediately notify the county of such error in writing and request modification or clarification of the document. Modification will be made by issuing an addendum. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for same.

Any significant errors, omissions, or inconsistencies in the specifications are to be reported and submitted in writing no later than five (5) days before time for bid proposal submission deadline.

If an Offeror fails to notify the county prior to the date and time fixed for submission of proposal of an error or ambiguity in the RFP known to him, or an error ambiguity that reasonably should have been known to him, he shall not be entitled to additional compensation or time by reason of the error/ambiguity or its late resolution.

The County may also modify the RFP prior to the date and time fixed for submission of proposals by issuance of an addendum to all parties who have received the RFP. All addenda will be numbered consecutively beginning with one (1).

2. SUBMITTAL OF PROPOSAL:

One (1) original, clearly marked as such, and eight (8) copies of firm’s sealed proposals are to be submitted to the Dallas County Purchasing Department, 509 Main Street, 6th Floor, Room 623, Dallas, Texas 75202 at 2:00 P.M. on February 16, 2004 (proposals will be considered late if clocked-in at 2:01. The Purchasing time clock is the official clock). Proposals which are received by facsimile transmitta, will not be accepted for consideration.

Proposals should be submitted in sealed packaging, marked, and addressed as directed. Failure to do so may result in the premature opening of, or a failure to open, such proposals. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

Mailed proposals should allow a sufficient mail delivery period to insure timely receipt of their proposals by the Purchasing Department. Any proposals received after the scheduled deadline on the opening date will be immediately disqualified and returned to the vendor upon request. Dallas County will not be responsible for unmarked/improperly marked proposals or proposals delivered to the wrong location.
3. DURATION OF AGREEMENT

The duration of this agreement shall be for a two (2) year period beginning the date of award. Dallas County, at its discretion and with mutual consent of all parties involved, may choose to renew this contract for four (4) additional one year periods based on existing terms, conditions and prices set forth in the original award or as amended by the Dallas County Commissioners Court.

4. ACCESS TO RECORDS AND INFORMATION

Contractor agrees to furnish to Dallas County with information as may be requested which relates to the services Contractor provides. Contractor shall permit Dallas County to audit/inspect records and reports, review services, and/or evaluate the performance of these services at any time. Contractor shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish reviews of program activities, services, and expenditures.

5. PROPOSAL PREPARATION COST:

Cost for developing proposals are entirely the responsibility of the Offeror and shall not be chargeable to the County of Dallas.

6. SIGNATURE OF PROPOSAL:

An individual who is authorized to bind the Offeror contractually shall sign proposal. If the vendor is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

7. ECONOMY OF PRESENTATION:

Proposals should not contain promotional or display materials, except as they may directly answer, in whole or in part, questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the questions in the RFP. Proposals must address the requirements since the request for proposal must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered. PROPOSALS MUST NOT BE MORE THAN TWENTY (20) PAGES, INCLUDING RESUMES.

8. PROPOSAL OBLIGATION:

The contents of the proposal and any clarification thereto submitted by the successful vendor shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

9. IMPLIED REQUIREMENTS:

Products and services not specifically mentioned in this RFP, but are necessary to provide the functional capabilities described by the offeror, shall be included in the proposal.

10. COMPLIANCE WITH RFP SPECIFICATIONS:

It is intended that this RFP describes the requirements and response format in sufficient detail to secure comparable proposals. The Offeror's response must coincide with the format of the RFP.
11. **WITHDRAWAL OF PROPOSAL:**

Offeror may withdraw the proposal at any time prior to the due date deadline by submitting a written request to withdrawal to the Dallas County Purchasing Agent. The Offeror may thereafter submit a new proposal prior to the deadline. Modifications offered in any manner will not be considered if submitted after the deadline.

12. **STATUS OF PROPOSAL:**

Disposition of Proposal - All proposals become the property of the Dallas County and will not be returned to the Offeror.

Dallas County Commissioners Court reserves the right to accept or reject, in part or in whole, any proposals submitted, determine compliance and to waive any technicalities or irregularities and to make award in the best interest of Dallas County.

Each proposal shall be valid for one-hundred and eighty (180) calendar days after the opening date of the proposal and shall constitute an irrevocable offer to Dallas County for the period. The one-hundred and eighty (180) calendar day period may be extended by mutual agreement of the parties.

13. **DISCLOSURE OF PROPOSAL CONTENT:**

Pursuant to Texas Local Government Code Section 262.030, proposals shall be opened to avoid disclosure of contents to competing offerors. It is Dallas County’s intent not to release details of the proposals until all ensuing negotiations have been completed and contractual agreements have been executed.

14. **COMPLIANCE WITH RULES, REGULATIONS, POLICIES AND STANDARDS:**

The selected Offeror(s) shall be required to adhere to all policies, procedures, rules, regulations and standards of various Federal, State, County and City agencies, departments or commissions. In such case, adherence to their current policy, procedures, regulations, rules or standards, any future amendments to same, as well as any successors to such rules, regulations, procedures, policies and standards.

15. **CONTRACTUAL DEVELOPMENT:**

The contents of the RFP and selected Firm’s proposal will become an integral part of the contract but may be modified by provisions of the contract as negotiated. Therefore, the Proposal Firm must be amendable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection processes.

16. **COST AND FEE REQUIREMENTS:**

All charges, cost and fees associated with the procurement of these services must be included in the proposal cost.

17. **INVOICES:**

The awarded Contractor will submit an itemized monthly billing statement in accordance with the awarded
contract requirements. Unless noted, all invoices will be net 30 days upon receipt in the County Auditor’s Office.

18. LOSS, DAMAGE OR CLAIM:

The Contractor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorneys fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or subcontractor of the Contractor in the execution or performance of this Contract. Contractor further agrees to protect, indemnify and hold the County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgements or expense, including attorneys fees arising out the breach of any of the requirements and provisions of this contract of any failure of Contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

19. GOVERNING LAW AND VENUE:

This contract agreement shall be governed by and construed under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. In any legal action arising from this agreement, the laws of Texas shall apply, and exclusive venue shall lie in Dallas County, Texas.

20. AWARD:

An award resulting from this RFP shall be made to the most responsive and responsible Offeror whose proposal is determined to be most advantageous to the County, taking into consideration evaluation factors contained herein. Dallas County reserves the right to award this RFP to multiple providers. The County will be the sole judge as to whether an Offeror’s proposal has or has not satisfactorily met the requirements of this RFP.

21. COLLUSION:

The successful Offeror may be required to provide an affidavit that he has not conspired with other potential suppliers in any manner to attempt to control competitive pricing. This paragraph does not however, preclude two or more suppliers of certain parts of the requirements from presenting a combined or joint proposal for the purpose of providing a complete proposal.

22. MONETARY RESTITUTION:

In the event the contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, Dallas County reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination vendor’s rate and new company’s rate) beginning the date of vendor’s termination through the contract expiration date. In the event, civil suit is filed to enforce this provision; Dallas County will seek its attorney’s fees and cost of suit from the Contractor.
23. No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the County shall render the contract involved voidable by the Commissioners Court of Dallas County. It is the responsibility of the contractor during all phases of the contract process to notify the County in writing of any potential conflict of interest.

Any bidder/offeror who is currently involved, either directly or indirectly with any litigation against or involving Dallas County, which, as determined by the Commissioners Court, may not be in the best interest of the County may be disqualified and/or not considered for an award.

24. AGENTS AND/OR SUBCONTRACTORS:

The successful Offeror may not assign its rights and duties under an award without the written consent of the Dallas County Commissioners Court.

Offerors are required to identify all agents, subcontractors and employees who have been retained and/or hired to assist in developing, preparing, advising or marketing their proposal and/or services. Name of firm, individual and/or employee must be included along with the services that are to be provided.

25. NON-PERFORMANCE:

Non-performance of the bidder in terms of Specifications or Non-compliance with terms of this contract shall be a basis for termination of the contract by the County. Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this Contract, by giving thirty (30) days written notice to the Contractor with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies, which are unsatisfactory. Contractor may be given a reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

26. TERMINATION:

The County may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, terminate this Contract, in whole or in part, by giving 30 days written notice thereof to the Contractor with the understanding that all (products/services) being (delivered/Performed) under this Contract shall cease upon the date specified in such notice. The County shall compensate the Contractor in accordance with the terms of this contract for the (products/services) (delivered/Performed) prior to the date specified in such notice.

In the best interest of Dallas County as determined by Dallas County Commissioners Court, any bidder/proposer currently involved, either directly or indirectly, with any litigation against or involving Dallas County may be disqualified and/or not considered for an award.

27. LIABILITY AND OTHER INSURANCE REQUIREMENTS:
A. Errors and Omissions insurance coverage, $500,000.00.

A waiver of subrogation in Dallas County's favor is required

28. For information or questions regarding the submission of, or requirements of the proposal, contact:

Scott McDowell
Dallas County Purchasing Department
(214) 653-7160
I  OVERVIEW

The purpose of this Request for Proposal is to solicit proposals for a non-exclusive contract to effect the collection of outstanding fines and costs for the Dallas County Justice of the Peace Courts. The Contractor shall be responsible for all correspondence (letter writing and phone contact) with clients once the account has been turned over to the Contractor by Dallas County.

The firm submitting the successful proposal must demonstrate its ability to provide immediate and consistent efforts in collections. This contract will be for the Dallas County JP Courts which elect to participate, but with mutual agreement between the County, JP Court and Contractor, may be expanded to include other Dallas County JP Courts. The addition of other Dallas County JP Courts will be initiated by Dallas County, not the Contractor. The Contractor shall not solicit any new accounts from non-participating Dallas County JP Courts.

II  DORMANT ACCOUNTS
(traffic tickets)
(Explain what type of accounts will be sent for collection)-PENDING LEGAL OPINIONS

III  SCOPE OF WORK

1. Dallas County Data Services will provide the following information to Contractor:

(Explain what data services will give to contractor on a monthly basis)–Pending info from IT

It will be the Contractor’s responsibility to assure compatibility of the County’s data files and transmittal medium to the Contractor’s computer system. The Contractor shall bear all costs for any data conversion to make the County’s computer system compatible with the Contractor’s computer system.

(Explain what the County’s computer system is)–PENDING INFO FROM IT

2. The Contractor will be required to make a minimum of six (6) contacts for each person listed as a dormant account.

A. The Contractor shall make at least three (3) written contacts via postal services with the person listed on the account. The format and language of all written scripts shall be approved by Dallas County. All costs associated with the letter and postage shall be paid by the Contractor.

B. The Contractor shall attempt at least three (3) telephone contacts with the person listed on the account. The format and language of all telephone scripts shall be approved by Dallas County. All costs associated with telephone contacts shall be paid by the Contractor. All telephone contact attempts shall be made between the
hours of 7:30 AM to 9:00 PM.

C. All written or telephone contacts shall cease upon full payment of fines/costs and/or when the contract is terminated.

D. The Contractor shall not make contact with the dormant account holder in person.

3. In both written and telephone contacts, the Contractor will instruct the account holder to make payment to or refer all inquiries to the appropriate JP Court. Dallas County will provide the Contractor with JP remit addresses and phone numbers after the contract has been awarded.

4. Once the Contractor has performed (3) written and (3) telephone contact attempts as a minimum requirement, additional written and/or telephone contact attempts may be made by the Contractor at the Contractor’s discretion.

5. All information supplied by Dallas County shall be kept confidential and not be disclosed to parties other than the Contractor’s employees on a need-to-know basis for the purpose of contract performance.

6. No fees shall be paid to the Contractor until the appropriate JP Court receives a payment against the referred account.

7. Dallas County may recall (at anytime) any referred account from the Contractor.

8. The Contractor shall use due diligence, reasonable and ethical methods, and employ lawful means to effect the collection of dormant accounts referred by Dallas County.

IV INFORMATION PROVIDED BY THE CONTRACTOR

In order to simplify the proposal review process and obtain maximum degree of comparisons between firms, please submit your proposal according to the outline under this section.

1. Letter of Transmittal (one page)

A. Briefly state your firm’s understanding of the work to be accomplished and commitment required to perform the work as stated in the RFP.

B. State the names of the person(s) who will be authorized to make representations for the firm, their titles, telephone numbers and addresses. Dallas County requires at least one person to be identified as the main liaison on all operational matters.

C. State that the person(s) signing this letter is/are authorized to bind the firm.

2. Contractor’s Qualifications
A. State whether the firm is local, regional, national and/or international.

B. State the location of the office that will have primary responsibility for the collection efforts. State the current number of employees at the office who will perform collection activities under this contract. Include resumes of primary personnel (limit to three people). Describe the range of activities performed by this office.

C. State the firm's past experience (not current) during the past six years as it applies to the collection efforts of dormant accounts for JP Courts, County Courts and Municipalities (state name of agency, what years under contract, when and why contract expired, and what type of accounts/warrants).

D. State the firm's current experience as it applies to the collection efforts of dormant accounts for JP Courts, County Courts and Municipalities (state name of agency, when contract began, has contract been extended/how many times and what type of accounts/warrants).

E. List three (3) references for the collection efforts of past due traffic tickets. These references will be verifiable by Dallas County personnel and must include the following:

- Name of agency and valid telephone number.
- Name of current agency contact (this person must have enough knowledge of the contract to immediately answer questions from the evaluation committee).
- How much money has been referred under the contract and how much money has been collected under the contract (This information must be verified by the agency contact. If it cannot be verified by the agency contact, points will not be earned under this section). A written statement from the agency contact verifying the numbers can be included in your proposals.

3. Collection Procedures

A. Provide a summary of collection activities proposed to collect Dallas County JP Court dormant accounts. Include letter and phone script samples.

B. Summarize your skip tracing techniques and tools.

C. State method for handling non-English speaking customers.

D. State method for handling customer problems and questions.
E. Provide statement and method as to the expected rate of recovery and what action the firm will take to continue pursuing recovery.

4. Computer Network
   A. Describe the computer system to be utilized in this contract and include its upgrade capabilities
   B. Acknowledge that all reports generated by Contractor pertaining to this contract shall be made available to Dallas County personnel and/or any authorized representative of the County.

5. Fee Structure (the fee structure will be determined by Dallas County)
   A. The fee structure for criminal cases will be in accordance with the Texas Code of Criminal Procedure, Article 103.0031 (30% add-on) for all referred accounts eligible under this Article.
   B. In the event Texas Code of Criminal Procedure, Article 103.003 is not eligible, viable and/or available to use as a fee structure, the fee structure will be based on 20% of actual monies received by Dallas County from referred accounts.

V PROPOSAL CONTENTS

All proposals submitted must include the following:
- All criteria outlined in Section IV
- Evidence and statement of financial stability

VI EVALUATION OF PROPOSALS

Proposals will be evaluated using the criteria below:
   A. Contractor qualifications and performance as outlined in section IV, 2
   B. Collection procedures as outlined in section IV, 3
   C. Computer network as outlined in section IV, 4
   D. MWBE participation

VII EVALUATION RATING/POINTS SYSTEM
   A. Qualifications and performance 50 points
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<th></th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Collection procedures</td>
<td>30</td>
</tr>
<tr>
<td>C</td>
<td>Computer network</td>
<td>5</td>
</tr>
<tr>
<td>D</td>
<td>MWBE</td>
<td>15</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: Commissioners Court

THROUGH: Dan Savage, Assistant Administrator
For Operations

FROM: Jim Barrett, Assistant Director
Facilities Management

SUBJECT: Additional Morgue Cooler Space

BACKGROUND

The Office of the Medical Examiner has experienced periodic problems with marginal morgue cooler space due to increased caseloads. Policy and procedural changes have been implemented in order to alleviate this problem, however, additional storage capacity is still warranted. Facilities Management has designed and estimated construction of additional cooler space in the vacated photo lab area on the basement level.

FISCAL IMPACT

Cost for construction of 447 square feet of additional cooler space is estimated at $39,000. Additionally, Forensics will need to purchase 12 new body carts at a cost of $20,400. Total project cost is estimated at $59,400.

RECOMMENDATION

Facilities Management recommends Commissioners Court approval to build 447 square feet of additional cooler space at the Dallas County Forensics Science building at a cost of $39,000 funded from 126.2004 (Permanent Improvement Fund), and the purchase of 12 body carts at a cost of $20,400 funded from 416.3311.8610.1998 (1995B C. O.)

Approved by:

Dan Savage
Assistant Administrator for Operations

600 Commerce, Suite 900
George L. Allen Sr., Courts Building  Dallas, Texas 75202  (214) 653-7175

Fax (214) 653-6822
Partial basement level SE corner

Optional additional refrigeration (B)

Convert body photo & specimen photo to additional refrigerated space

Estimated costs associated with demolition and installation of new cooler: $39,000.00

AUTOPSY

Body Photo

Mechanical

15'

15'-4'

Condenser pad
Redundant System

12'-5'

Specimen Photo
April 7, 2004

TO: Jim Barrett, Director, Facilities Management

FROM: Jeffrey J. Barnard, M.D., Director and Chief Medical Examiner

SUBJECT: Facility Renovation Request: Additional Morgue Cooler Space

Background

For several years, the Office of the Medical Examiner (OME) has encountered periodic problems with insufficient morgue cooler space to accommodate the growing caseload. More recently, we regularly (one or more times each week) lack sufficient cooler space to properly meet refrigerated storage demands. In response, a number of policy and procedure changes have been implemented to reduce the average daily number of cases requiring refrigerated storage. Despite the changes, the case volume remains at a level that we believe necessitates the creation of supplemental refrigerated storage space to enable proper storage of decedent remains.

Although planning for a new forensic sciences facility has been underway for some time, we anticipate that operations will remain in the current building for at least another five years. With this in mind, we have worked with your staff to identify refrigerated storage expansion options that will meet our caseload requirements while minimizing both renovation costs and negative operational impacts.

Description of Current Cooler Space and Capacity

The OME has one large morgue cooler located off the main morgue hallway and a second smaller unit with an adjacent freezer located off the decomposed autopsy room near the morgue bay.

The main cooler has capacity for 42 bodies on carts (currently, the OME has 43 functional autopsy carts). A cantilevered rack provides additional capacity for four bodies, although the upper racks are difficult to use for body storage unless the remains are small. A metal shelf provides storage space for a limited number (5-6) of very small or partial remains.

The decomposed autopsy cooler has space for two regular size bodies. The adjacent freezer unit can store one regular size body, and can only be used for remains that will not be viewed during a funeral service.

Current Case Volume
During the past three months, the morgue coolers/freezer contained a daily average of 42 bodies. During peak periods or on weekends or holidays when more body release delays occur, more than 55 bodies have been stored at the OME.

A significant portion of the remains (20%) are in the custody of the OME solely because family can not be located and they are considered a likely County disposition. On average, potential "pauper disposition" cases remain within OME custody for 30 days. The extended length of stay is the due to requirements to exercise due diligence in efforts to locate a legal next of kin or other individual or organization to accept responsibility for disposition of the remains. In those cases where family is located, they often take some time to make disposition decisions and to gather the private resources needed to pay for the disposition.

An increase in the number of unidentified decedents also is contributing to the greater demand refrigerated storage space. Because these cases require a substantial amount of added staff effort to research and document relevant information prior to disposition, unidentified bodies remain in OME custody an average of 60 days.

**Conversion of Former Forensic Photography Area to Cooler Space**

The required Institute budget reduction for FY04 led to a significant change in forensic photography functions. The 35mm photography process, which included a studio type set-up for all body photos, was discontinued and a digital photo process instituted. With the digital process, Medical Examiners photograph their own cases in the autopsy room using regular lighting. Therefore, the old photo studio and dark room space now is available for reprogramming.

Based on drawings prepared by Facilities Management staff, conversion of the old photo area to cooler space would create refrigerated storage for an additional 12 bodies on carts. It may be possible to increase storage capacity through the addition of cantilevered racks, but we believe the added space will be sufficient in the near term without the racks. If the racks become necessary, it will complicate OME operations by creating the need for a forklift to enable use of the shelving units. While this can be done, it will decrease our efficiency in processing cases and conceivably will contribute to the need for more storage space.

In addition to the renovation, we are requesting 12 new autopsy carts to provide proper storage of remains during busy or peak periods. The estimated cost for the 12 carts is $20,400.

Please let me know if you require additional information regarding this request.
DALLAS COUNTY
HUMAN RESOURCES/CIVIL SERVICE

Date: April 14, 2004
To: Members of the Commissioners Court
From: Mattye Mauldin Taylor, Ph.D., Director
Subject: Property Insurance Extension

Background
The Dallas County Insurance Committee has recommended that the County's property insurance renewal be procured through a Request for Proposal process. In order to allow time for effective response to a Request for Proposal, Risk Management is requesting approval of a thirty day extension of the current Property and Boiler/Machinery Policy, to June 15, 2004. The current insurer, Allianz Insurance, has been contacted and has agreed to the extension.

Impact on Operations
The extension of the current insurance contract will allow time for potential proposers to respond to a Request for Proposal.

Financial Impact
The cost of the thirty day extension will be pro-rated from our current policy, at a cost not-to-exceed $20,500.00. Current budget anticipates this property insurance premium.

Recommendation
The Human Resources/Civil Service Department recommends the Commissioners Court approve the thirty day extension of the County's current property insurance policy with Allianz Insurance Company, at a cost not-to-exceed $20,500.00.

Recommended by: [Signature]
Mattye Mauldin-Taylor, Ph.D.
DALLAS COUNTY
HUMAN RESOURCES/CIVIL SERVICE

Date: April 14, 2004
To: Members of the Commissioners Court
From: Mattye Mauldin Taylor, Ph.D., Director
Subject: Request for Official Name Change for the Texas Peace Officers Association

Background
Pattie Dotsy, Secretary for the Dallas County Peace Officers Association (formerly known as the Texas Peace Officers Association) requests that the Dallas County Commissioners Court officially recognize the organizational name change and that all documents formerly generated in the name of the Texas Peace Officers Association be changed to the Dallas County Peace Officers Association. On February 10, 2004, in a general meeting, the membership unanimously approved this organizational name change.

The Texas Peace Officers Association was officially recognized as a bonafide labor organization of the Dallas County Sheriff’s Department in 1999. Court Order 99713, dated April 13, 1999, authorized membership dues to be payroll deducted by Dallas County. The organization now desires Commissioners Court to officially recognize their name change to the Dallas County Peace Officers Association. Their request is included as an attachment.

Impact on Operations
There is no expected impact on operations.

Financial Impact
There will be a twenty-five dollar ($25.00) administrative fee assessed for the processing of funds which the Association requests to be deducted for disbursement prior to distribution.

Recommendation
The Human Resources/Civil Service Department recommends Commissioners Court approve the request of the Texas Peace Officers Association to officially be recognized as the Dallas County Peace Officers Association and authorize membership dues to be payroll deducted by the County and remitted accordingly, and authorize administrative fees deducted prior to distribution.

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

Attachment

509 Main Street
Records Building
Dallas, Texas
Equal Opportunity Employer
214.653.7638
TO: The Honorable Commissioner Court  
FROM: Pattie Dotsy, Secretary  
Dallas County Peace Officers Association  
Formerly Known As: Texas Peace Officers Association  
DATE: April 5, 2004  
SUBJECT: Official Name Change of Organization

Background of Issue

The Dallas County Commissioners Court recognized the Texas Peace Officers Association as a bonafide labor organization of the Dallas County Sheriff’s Department. Court Order 99713 dated April 13, 1999 authorized membership dues payroll deducted. On February 10, 2004, in a General Meeting of the membership, it was voted and unanimously approved for the name of the organization to be changed from Texas Peace Officers Association to Dallas County Peace Officers Association. We are requesting that the name be officially recognized by the Commissioner’s Court and all documents formerly generated in the name of Texas Peace Officers Association be changed to Dallas County Peace Officers Association.  
(See attached Court Order 99713)

Legal Information

Not applicable

Fiscal Impact

There will be a $25.00 (twenty five dollar) administrative fee assessed for processing of funds which we request be deducted for disbursement prior to distribution.
Recommendation

It is recommended that the Dallas County Commissioners Court approve the name change of the Texas Peace Officers Association to Dallas County Peace Officers Association on all Dallas County issues.

RECOMMENDED BY:  
Pattie Drennon Dotsy, Secretary

CC:  J. Allen Clemson, Court Administrator  
      Virginia Porter, County Auditor
April 20, 2004

To: Commissioners Court
From: Dan Savage, Assistant Administrator for Operations
Subject: Henry Wade Change Orders

BACKGROUND

The plan and specifications for the Henry Wade Juvenile Justice Center expansion were prepared by HKS, Inc. and its team of consultants. The original construction contract value on this project was $16,334,700. To date, five change orders have been issued bringing the total construction contract value to $17,390,068. The cost of the change orders is $1,055,365. This is 6.5% above the original contract value. The major additions to the contract are as follows:

<table>
<thead>
<tr>
<th>Change Order</th>
<th>Cost</th>
<th>Request Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Additional Chiller</td>
<td>$234,576</td>
<td>County request</td>
</tr>
<tr>
<td>2. Electronic Touch Screen Security Controls</td>
<td>$159,239</td>
<td>County request</td>
</tr>
<tr>
<td>3. Voice &amp; Data Cabling</td>
<td>$109,656</td>
<td>County request</td>
</tr>
<tr>
<td>4. Fire Alarm changes</td>
<td>$297,340</td>
<td>City Fire Code</td>
</tr>
<tr>
<td>5. 3rd Floor Finishout</td>
<td>$52,909</td>
<td>County request</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$853,660</strong></td>
<td></td>
</tr>
</tbody>
</table>

These changes total 5.2%

Of the remaining changes, a change in security locks cost $61,475. The County staff originally asked that the locks be like those in the existing building. When the lock scheme was developed, County staff was asked to review the proposed lock hardware. Some locks for a variety of doors were scheduled for commercial grade, not detention grade locks. This was not caught in the review process, but was discovered during the construction process.

The remaining changes total $140,233. Based on my review, about $77,311 of the changes are the result of shortcomings in the plans. These are shaded on the attachment. This represents less than .5% of the original contract value. Because of
the on-site HKS, Inc. staff oversite, deductive changes totaling $24,555 have been taken. Also, because of the cooperative effort of Juvenile staff, HKS staff, and Cadence McShane staff, another deductive change in the amount of $27,762 was made by reworking the construction plans in the existing visitation area. Finally, the plans for the third floor finishout were prepared by HKS, Inc. at no cost to Dallas County.

IMPACT ON OPERATIONS
The major changes to the construction contract provide value added to the County. There have been a number of minor changes that have been required because shortcomings in the plans and specifications. These changes represent less than 1% of the original contract value.

FINANCIAL IMPACT
The total budget for this project is $21,800,284. To date the total authorized expenditures for all design and construction services including the five change orders to the construction contract add up to $20,099,844. This leaves a remaining budget of $1,700,439. Staff anticipates that furniture for the expansion will cost in the $700,000 to $750,000 range. The Juvenile Department staff is preparing the furniture schedule. The project is 83% complete as of the end of March, 2004.

LEGAL
This project was awarded to HKS, Inc. by Court Order 2001-1623, dated August 28, 2001.

RECOMMENDATION
Staff presents this review of the change orders on the Henry Wade Juvenile Justice Center expansion to address concerns that the Court has had about the amount of change orders on this contract. While there have been changes required because of shortcomings in the original plans and specifications, those have been relatively minor in nature. For a project of this size and complexity it is not unusual to experience changes such as those that have occurred.

Recommended by:

Dan Savage, Assistant Administrator
for Operations
<table>
<thead>
<tr>
<th>C.O. No.</th>
<th>DESCRIPTION</th>
<th>Add/ Deduct</th>
<th>Days</th>
<th>Architect Request</th>
<th>Contractor Request</th>
<th>City of Dallas</th>
<th>Owner Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Cost as submitted by the Contractor related to the revisions required by the City of Dallas during the plan review upon submission of the application for the building permit. Architect Request: HKS, PC #07</td>
<td>ADD</td>
<td>0</td>
<td>$ 24,572</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1.2</td>
<td>Provide materials and fittings to install tempered water piping/mixing valves as omitted and required to accommodate the new building. Architect Request: HKS, PC #08</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td>$ 17,897</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Drill two piers each, 20 ft deep, at the exterior stairs for two exits located at the south elevation of the housing building per SK-108A and SK108B. Architect Request: HKS, PC #09</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td>$ 17,897</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Change locksets and type as required. Repair the existing frames at jobsite. Owner Request: CMC, PC #019</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>$ 4,946</td>
</tr>
<tr>
<td>1.5</td>
<td>Provide finish hardware as revised by Architect and proposed in Supplier resubmittal dated 05-15-03 to correct door stops. Contractor Request: CMC, PC #26</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td>$ 1,327</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Drilled Pier Reconciliation: Specified in the BID FORM Section 00300-2, UNIT PRICES: Per Project Manual section 02470, Part 1.5. Bid Documents; CMC, PC #27</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>$ 15,044</td>
</tr>
<tr>
<td>1.7</td>
<td>Provide and install a Trane, water-cooled, 450 ton back-up chiller to match specified existing chiller as being provided for the new building to include piping, fittings, insulation controls, miscellaneous equipment rental and electrical connections. Owner Request; CMC, PC #29</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>$234,516</td>
</tr>
<tr>
<td>2.1</td>
<td>Cost as submitted by the Contractor related to revise signage details. Architect Request; HKS, PC #01</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td>$ 2,018</td>
<td></td>
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</tr>
<tr>
<td>C.O. No.</td>
<td>DESCRIPTION</td>
<td>Add/Deduct</td>
<td>Days</td>
<td>Architect Request</td>
<td>Contractor Request</td>
<td>City of Dallas</td>
<td>Owner Request</td>
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</tr>
<tr>
<td>2.2</td>
<td>Furnish &amp; install two additional beams and cast in place slab, Rm. A-104</td>
<td>ADD</td>
<td>0</td>
<td></td>
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<tr>
<td></td>
<td>Architect Request: HKS, PC #05</td>
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<tr>
<td>2.3</td>
<td>Furnish &amp; install time clock in Room E-125 and photo eye on roof of the</td>
<td>ADD</td>
<td>0</td>
<td></td>
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<td></td>
<td>New housing building to control exterior lights.</td>
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<td></td>
<td>Ref.: Drawing E-218</td>
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<tr>
<td></td>
<td>Architect Request: HKS, PC #06</td>
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<tr>
<td>2.4</td>
<td>Furnish &amp; install PACOFLO 9000, Type ES, Water Booster Pump System</td>
<td>ADD</td>
<td>0</td>
<td></td>
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<td></td>
<td>Ref.: Detail SKE-103, Drawing DWHP</td>
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<td></td>
<td>Architect Request: HKS, PC #10</td>
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<tr>
<td>2.5</td>
<td>Provide detention hardware for doors dH303 and dH325.</td>
<td>ADD</td>
<td>0</td>
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<td>Contractor Request: CMC, PC #04</td>
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<tr>
<td>2.6</td>
<td>Delete concrete vault and install 6&quot; Backflow Preventer Valve as required.</td>
<td>DELETE</td>
<td>0</td>
<td></td>
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<td></td>
<td>Architect Request: CMC, PC #07</td>
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<tr>
<td>2.7</td>
<td>Repair Irrigation System by providing a temporary controller at the front</td>
<td>ADD</td>
<td>0</td>
<td></td>
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<td></td>
<td>Of building and splice the damaged wiring to get system up and running.</td>
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<td></td>
<td>Owner Request: CMC, PC #31</td>
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<tr>
<td>2.8</td>
<td>Provide revised concrete mix design with W/C at 0.40 and W/C at 0.45.</td>
<td>ADD</td>
<td>0</td>
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<td></td>
<td>Architect Request: CMC, PC #32</td>
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<tr>
<td>2.9</td>
<td>Furnish, install, locate, relocate exit light fixtures, with directional</td>
<td>ADD</td>
<td>0</td>
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<td>arrows/chevrons as requested. Ref.: Drawings E-106 / Sk-1, E-213 / SK-2,</td>
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<td></td>
<td>E-212 / Sk-3, E-219 &amp; E-220alt / SK-4</td>
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<td></td>
<td>Architect Request: CMC, PC #35 (HKS, PC#12)</td>
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<tr>
<td>2.10</td>
<td>Install revised Cooling Tower Supports. Ref.: Drawing S-401/06</td>
<td>ADD</td>
<td>0</td>
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<td></td>
<td>Architect Request: CMC, PC #36</td>
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<tr>
<td>2.11</td>
<td>Furnish &amp; install 5 each floor drains in Central Plant Expansion and</td>
<td>ADD</td>
<td>0</td>
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<td></td>
<td>Relocate 4&quot; vent.</td>
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<tr>
<td></td>
<td>Contractor Request: CMC, PC #37</td>
<td></td>
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</tr>
<tr>
<td>2.12</td>
<td>Provide omitted commercial hardware for Door CF209 and CA104B.</td>
<td>ADD</td>
<td>0</td>
<td></td>
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<tr>
<td></td>
<td>Contractor Request: CMC, PC #38</td>
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</tr>
<tr>
<td>C.O. No.</td>
<td>DESCRIPTION</td>
<td>Add/Deduct</td>
<td>Days</td>
<td>Architect Request</td>
<td>Contractor Request</td>
<td>City of Dallas</td>
<td>Owner Request</td>
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</tr>
<tr>
<td>2.13</td>
<td>Install added switching for outdoor recreational Type J yard lights. Architect Request; CMC, PC #41</td>
<td>ADD</td>
<td>0</td>
<td>$1,250</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.14</td>
<td>Furnish and install two 8&quot; valves in the existing secondary CHS and CHR lines serving the existing building. Ref.: Drwg M-401 Central Plant C-102 Owner Request; CMC, PC #43 (HKS, PC #13)</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>$13,961</td>
</tr>
<tr>
<td>2.15</td>
<td>Relocate existing exterior wall pack light from connecting Corridor A125 to Corridor Door A100a. Ref.: Drawing A106 Contractor Request; CMC, PC #44</td>
<td>ADD</td>
<td>0</td>
<td>$502</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.16</td>
<td>Relocate existing exterior wall pack light from connecting Corridor A125 to Corridor Door A100a. Ref.: Drawing A106 Contractor Request; CMC, PC #44</td>
<td>ADD</td>
<td>0</td>
<td>$750</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.17</td>
<td>Change 4' light fixtures to 2' Type D Light Fixtures in Rooms; JANITOR H228B, H227B, H231Q, H326B, H325A, M329D, M329Q, H316Q, H313B, H308Q and H334B. Ref.: Drawings. E-001, E-219 and E-220alt Contractor Request; CMC, PC #47</td>
<td>ADD</td>
<td>0</td>
<td>$168</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.18</td>
<td>Provide switching for lights in Rooms; JANITOR H239P, H337P and GEN. STORAGE H234, H227, H277A, H326B. Ref.: Drawings. E-219 &amp; E220alt Contractor Request; CMC, PC #48</td>
<td>ADD</td>
<td>0</td>
<td>$1,798</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.19</td>
<td>Weather related days added to the construction contract. Contractor Request;</td>
<td>ADD</td>
<td>27</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.20</td>
<td>Change existing sidewall sprinkler heads for detention cells and/or as required to 'Reliable Model XL' and submit to City of Dallas for approval. Architect Request; CMC, PC #68 (HKS, PC #27</td>
<td>ADD</td>
<td>0</td>
<td>$11,120</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3.1</td>
<td>Deleted</td>
<td></td>
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<tr>
<td>3.2</td>
<td>Furnish and install an updated Electronic Security System as proposed to include; Touchscreen Workstations. Network Upgrade, Video Surveillance, Reengineering. Owner Request; CMC-71Rev HKS, PC-026</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>$159,239</td>
</tr>
<tr>
<td>C.O. No.</td>
<td>DESCRIPTION</td>
<td>Add/ Deduct</td>
<td>Days</td>
<td>Architect Request</td>
<td>Contractor Request</td>
<td>City of Dallas</td>
<td>Owner Request</td>
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<tr>
<td>3.3</td>
<td>Contractor to acknowledge Proposal Option #2:</td>
<td>DELETE</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Delete furnishing carpet and base. Contractor to install all of the carpet</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td>and base as furnished by Dallas County and/or it’s contract vendor as</td>
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<td></td>
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<tr>
<td></td>
<td>recommended. Owner Request; CMC-73 HKS, PC-025</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>3.4</td>
<td>Furnish and install a fire alarm system for the public and detention areas</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td></td>
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<td></td>
<td>of the existing building to meet the current 1988 City of Dallas Fire Code</td>
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<td></td>
<td>as directed by City of Dallas Fire Department prior to a Certificate of</td>
<td></td>
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<td></td>
<td>Occupancy being issued for the current building additions. City of Dallas</td>
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<td></td>
<td>Request; CMC-78, HKS, PC</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>4.1</td>
<td>Furnish and install Security Doors &amp; Hardware w/ agreed changes as proposed.</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>$ 61,475</td>
</tr>
<tr>
<td></td>
<td>Owner Request; CMC-42 HKS, PC-011</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4.2</td>
<td>Extend height for Cooling Towers by adding stub to columns.</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Architect Request; CMC-49 HKS, PC-014</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 4,139</td>
</tr>
<tr>
<td>4.3</td>
<td>Replace Double Door eC 102 with an 8'w x 9'h galvanized steel, Roll-up Door,</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>chain operated, east wall of the Central Plant, Room C 102. Att. Spec.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 2,422</td>
</tr>
<tr>
<td></td>
<td>08331 Owner Request; CMC-55 HKS, PC-018</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4.4</td>
<td>Delete the scope of work as shown in the contract documents for the</td>
<td>DELETE</td>
<td>0</td>
<td></td>
<td></td>
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<td></td>
<td>existing Visitation Area, 1st Floor to include demolition, masonry, painting,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$27,762</td>
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<td></td>
<td>flooring, plumbing, mechanical, electrical and supervision. Owner Request;</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>CMC-56 HKS, PC-019</td>
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<tr>
<td>4.5</td>
<td>Furnish and install all of the Voice and Data Cabling as initially bid and</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>$109,656</td>
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<td></td>
<td>revised for an approximate total of 233 voice drops and 220 data drops that</td>
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<td></td>
<td>include any additional modifications required as directed by the Asst. Dir.,</td>
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<td></td>
<td>HWJJC. Owner Request; CMC-57Rev HKS, PC-020</td>
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</tr>
<tr>
<td>4.6</td>
<td>Furnish and install a Fire Damper to the generator exhaust duct. Ref.: SK1</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>$ 1,853</td>
</tr>
<tr>
<td></td>
<td>&amp; SK2 Contractor Request; CMC-59 HKS, PC-022</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>4.7</td>
<td>Delete the concrete overhangs at outdoor Recreation Yards and replace with</td>
<td>DELETE</td>
<td>0</td>
<td></td>
<td></td>
<td>$ (1,600)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>security mesh. Architect Request; CMC-60 HKS, PC-023</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>C.O. No.</td>
<td>DESCRIPTION</td>
<td>Add/ Deduct</td>
<td>Days</td>
<td>Architect Request</td>
<td>Contractor Request</td>
<td>City of Dallas</td>
<td>Owner Request</td>
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<tr>
<td>4.8</td>
<td>Furnish and install painted Tectum ceilings in Shower Rooms, 2&lt;sup&gt;nd&lt;/sup&gt; and 3&lt;sup&gt;rd&lt;/sup&gt; Floors, at 11'-0&quot; A/F in Room B131 on 1&lt;sup&gt;st&lt;/sup&gt; Floor, in lieu of the specified painted ceilings. Architect Request; CMC-61 HKS, PC-024</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td>1,254</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.9</td>
<td>Furnish steel support for precast panels at connecting hall. Ref.: RFI #75 Contractor Request; CMC-70 HKS, PC-</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>$ 967</td>
</tr>
<tr>
<td>4.10</td>
<td>NOT APPROVED.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.11</td>
<td>Install new 4&quot; valve in existing 4&quot;copper water line above corridor ceiling to 'D' Wing. Contractor Request; CMC-74 HKS, PC-029</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>$ 1,615</td>
</tr>
<tr>
<td>4.12</td>
<td>Delete all unrequired 4&quot; x 4&quot; x 1/4&quot; steel angle closures at top of non load bearing CMU Walls in all Cells, Cell Chases, Floors 2 &amp; 3. Holding Cells, 1&lt;sup&gt;st&lt;/sup&gt; Floor of Housing Bldg. Architect Request; CMC-75 HKS, PC-028</td>
<td>DELETE</td>
<td>0</td>
<td></td>
<td>$(17,925)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.13</td>
<td>Relocate 3&lt;sup&gt;rd&lt;/sup&gt; Floor Intake Bldg HVAC distribution piping to roof due to low ceiling height at 3rd Floor Dayrooms. Architect Request; CMC-76 HKS, PC-</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td>$ 3,958</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.14</td>
<td>Modify Motor Control Center in Central Plant: Add 2 ea. MCC's for existing VFD's. Ref: RFI #46 &amp; #80. Architect Request; CMC-77 HKS, PC-</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td>$ 5,218</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.15</td>
<td>Repair wall and ceiling damage due to upgrade of the existing fire alarm system as defined in Change order No. 3.4. All work to be completed on a time / materials basis, tracked by the contractor and certified by the Architect. Completed work not to exceed contractor's 01-15-04 proposed estimated cost. Owner Request; CMC-78A HKS, PC-</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>$ 30,679</td>
</tr>
<tr>
<td>4.16</td>
<td>Relocate existing conduits in building to facilitate the install'n of new MEP systems. Remove and reinstall ceilings in classrooms due to unforeseen conditions. Architect Request; CMC-81 HKS, PC-</td>
<td>ADD</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>$ 7,242</td>
</tr>
<tr>
<td>C.O. No.</td>
<td>Description</td>
<td>Contractor Request</td>
<td>City of Dallas</td>
<td>Owner Request</td>
<td>Add/Deduct</td>
<td>Days</td>
<td>Total Approved Change Orders No. 1-5</td>
</tr>
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</tr>
<tr>
<td>5.1</td>
<td>Add two each Adjustable Frequency Drives to include control of Motor Control Center in the CPU (Ref: KFI #46 &amp; #80)</td>
<td>Architect Request, CMC-77 Rev. HKS, PC.</td>
<td></td>
<td></td>
<td>ADD</td>
<td>0</td>
<td>$11,083</td>
</tr>
<tr>
<td>5.2</td>
<td>Install an equilization line between three cooling towers. Installation to include all of the piping, control valves with wiring, heating, thermostat and insulation as required.</td>
<td>Architect Request, CMC-78 HKS, PC.</td>
<td></td>
<td></td>
<td>ADD</td>
<td>0</td>
<td>$689</td>
</tr>
<tr>
<td>5.3</td>
<td>Provide and install two each GFI Electrical Outlets on the new building roof as Required by the City of Dallas Building Codes.</td>
<td>Contractor Request, CMC-84 HKS, PC.</td>
<td></td>
<td></td>
<td>ADD</td>
<td>0</td>
<td>$52,909</td>
</tr>
<tr>
<td>5.4</td>
<td>Visit, furnish and install all of the drywall, tape, paint, woodwork, insulation, texture, painting, ductwork, insulation, fire alarm strobe/horn adjustments, electrical wiring and lighting as required.</td>
<td>Owner Request, CMC-88 HKS, PC.</td>
<td></td>
<td></td>
<td>ADD</td>
<td>27</td>
<td>$121,869</td>
</tr>
</tbody>
</table>

**Total** | $640,247 | $266,661 | $26,591 | $1,055,368
April 13, 2004

MEMORANDUM

TO: Commissioners Court

THROUGH: Jim Jackson, Commissioner District No. 1

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

SUBJECT: SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS

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 Carrollton and Dallas County pursuant to Court Order No. 2001-814 dated April 24, 2001 which authorized transportation improvements on Belt Line Road from Metrocrest to Webb Chapel, MCIP Project 10404.

The City of Carrollton approved the execution of the attached SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT for the specific project named above and it is ready for County execution. The City will be the LEAD AGENCY for the project from commencement of planning to completion of construction. The preferred alignment was adopted by City Council as detailed in City Council Minutes.
Commissioners Court
April 13, 2004
Page Two

FINANCIAL IMPACT

By execution of the attached agreement, the City has agreed to participate with Dallas County as the
Local Sponsor for this project which will utilize Federal funding in the amount of $2,551,000; DART
LAP funding of $2,500,000 and an amount from Dallas County not to exceed $750,000. The MASTER
AGREEMENT specifies equal share of Standard Basic Street Design with cities’ funding of amenities
above and beyond the basic design.

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 PROJECTS with the City of
Carrollton for the Belt Line Road MCIP Project 10404, at a cost not to exceed $750,000 from
Dallas County funding. 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

jcn
SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT GOVERNING
TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS

WHEREAS, the City of Carrollton has agreed to be the Local Sponsor for an agreement for the design and construction of Belt Line Road from Metrocrest to Webb Chapel, by and between the City of Carrollton and the Texas Department of Public Transportation; and

WHEREAS, the County of Dallas has agreed to provide the City of Carrollton supplemental funds to be utilized as a Local Sponsor funding share joint payment of road construction or improvement of a local road project as authorized by Local Government Code 791 and Transportation Code 251.012 in that construction of such roadway will be a benefit to the citizens of Dallas County; and

NOW THEREFORE THIS SUPPLEMENTAL AGREEMENT to the MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS ("MASTER AGREEMENT") is made by and between the City of Carrollton, 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 BELT LINE ROAD from Metrocrest to Webb Chapel in the City of Carrollton and inside Dallas County, said PROJECT being 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, as if fully reproduced herein word for word, together with ATTACHMENT "A", PROJECT SCOPING CRITERIA, attached hereto and incorporated for all purposes.

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 SUPPLEMENTAL 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 SUPPLEMENTAL AGREEMENT as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this SUPPLEMENTAL AGREEMENT or failure of any funding party to budget or authorize funding for this
SUPPLEMENTAL 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 SUPPLEMENTAL 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 SUPPLEMENTAL 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 of Carrollton 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 SUPPLEMENTAL AGREEMENT as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this SUPPLEMENTAL AGREEMENT or failure of any funding party to budget or authorize funding for this SUPPLEMENTAL 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 SUPPLEMENTAL 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 and escrow funds for the implementation of design and construction for the BELT LINE ROAD MCIP PROJECT 10404 from Metrocrest to Webb Chapel, hereinafter referred to as "PROJECT" with the Texas Department of Transportation (TxDOT), as mutually agreed upon and incorporated herein by this SUPPLEMENTAL AGREEMENT.

B. To be the LOCAL SPONSOR for the TxDOT project and solely responsible for compliance with all terms and conditions thereof without additional contribution from or cost to the County, in addition to amount stated herein. CITY will accomplish all tasks and responsibilities of the LEAD AGENCY as set forth in the MASTER AGREEMENT GOVERNING MAJOR CAPITAL IMPROVEMENT PROJECTS cited above, and as specifically referred to but not limited to in Article I Definitions, h); Article VII, P.; Article IX, F,G and L.

C. To provide oversight of the PROJECT as the designated LOCAL SPONSOR of the federally funded project to be constructed and administered by TxDOT as Administering Agency for Federal Funds.

D. To provide funding for the PROJECT in excess of the Federal funding of $2,551,000; $2,500,000 available for PROJECT through DART LAP funds, and an amount from County not to exceed $750,000 less any County in-house delivery costs, detailed in ATTACHMENT A, incorporated herein for all purposes.

E. To utilize all funding provided by COUNTY solely for the purpose of PROJECT COSTS for the named PROJECT.
F. To provide notice to COUNTY of payment due a minimum of 60 days before advance payment is required to be submitted to Administering Agency. Said notice shall include sufficient documentation for County Auditor to authorize payment of funds.

G. To inform COUNTY of all PROJECT activity and approvals as the designated Local Sponsor.

H. To provide a final accounting of PROJECT costs once construction is complete and accepted by CITY for maintenance. Said accounting shall be in sufficient detail for County Auditor to verify PROJECT costs and authorize any final amounts due to CITY or reimbursed to COUNTY. In the event that construction is completed for an amount less than the funding estimate of $6,154,000, PROJECT cost savings shall be reimbursed in accordance with percentage of payment into PROJECT funds.

Article V. COUNTY AGREES AS FOLLOWS:

A. To accept the Beltline Road MCIP Project 10404 from Metrocrest to Webb Chapel as an out of sequence selection for MCIP 2003 from the City of Carrollton.

B. Notwithstanding any provision in the MASTER AGREEMENT, any amendment thereto, if any, this SUPPLEMENTAL AGREEMENT or any other agreement between the parties, COUNTY’s total obligation to this PROJECT shall be and COUNTY agrees to provide funding in an amount not to exceed Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00), less any in-house project delivery costs which are estimated to be Twenty Two Thousand Five Hundred and 00/100 Dollars ($22,500.00), which shall be transferred from Road and Bridge District 1 funding to fund 196, FY 2003, Project 08201 for use in the above stated PROJECT.

C. To provide necessary payments of County Project Funding shown in “B” above, in advance of construction as required by Administering Agency, provided sufficient notice as detailed in Article IV. F, has been given and documentation such as but not limited to copies of the TxDOT contract and notice from TxDOT of funding requirements has been verified by County Auditor.

D. Notwithstanding any provision in the MASTER AGREEMENT, any amendment thereto, if any, this SUPPLEMENTAL AGREEMENT or any other agreement between the parties, agree that in the event that County shall provide funds to City for this Project and for any reason the project is not authorized for construction by TxDOT in accordance with the agreement between City and TxDOT for the PROJECT, or is terminated prior to completion, City agrees to refund to County the entire amount of funds provided within 30 days of the date that TxDOT determination is made not to award a construction contract or County contributory share of any funds received by City from TxDOT at the termination of the PROJECT for any reason.

E. To provide timely review of roadway design plans, contract amendments, and change orders for the design and construction of PROJECT.
F. To monitor and protect COUNTY interest in PROJECT by coordination with CITY representatives, plan review and site visits. COUNTY shall have the right to review, comment, and audit use of COUNTY funds regarding this PROJECT.

ARTICLE VIII ORDER OF PRECEDENCE

In the event of any conflict in the interpretation of this agreement the order of precedence shall be (1) this SUPPLEMENTAL AGREEMENT then (2) the MASTER AGREEMENT.

The City of Carrollton, State of Texas, has executed this Agreement pursuant to duly authorized City Council Resolution __________, Minutes ______ dated the ___ day of ______, 200____.

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 CARROLLTON

BY: _____________________________
CITY MANAGER

COUNTY OF DALLAS

BY: _____________________________
MARGARET KELIHER,
COUNTY JUDGE

ATTEST:

BY: _____________________________
CITY SECRETARY

APPROVED AS TO FORM:

Bowen Weems
Civil Section
Dallas County District Attorney’s Office
ATTACHMENT A

BELT LINE ROAD MCIP PROJECT 10404
(Metrocrest to Webb Chapel)

SUPPLEMENTAL AGREEMENT
TO
MASTER AGREEMENT GOVERNING
TRANSPORTATION MAJOR CAPITAL IMPROVEMENT
PROJECTS

ESTIMATED COSTS

<table>
<thead>
<tr>
<th>ESTIMATED EXPENDITURES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT ESTIMATE</td>
<td>$6,154,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FUNDING PARTICIPATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEDERAL FUNDING (SURFACE MOBILITY FUNDS)</td>
</tr>
<tr>
<td>DART LAP FUNDS</td>
</tr>
<tr>
<td>DALLAS COUNTY (MCIP FUND FROM R&amp;B DISTRICT 1)</td>
</tr>
<tr>
<td>SUBTOTAL</td>
</tr>
<tr>
<td>CITY FUNDING</td>
</tr>
</tbody>
</table>
MEMORANDUM:

TO: Commissioners Court
FROM: Selas Camarillo, P.E., R.P.L.S. /\nAssistant Director - Property Division
SUBJECT: Request to Resell Tax Foreclosed Properties via Sealed Bid
Sealed Bid No. 2004-084-1507, Sale No. 19

BACKGROUND

The properties listed below, have been offered for sale by the Sheriff’s Department, via public auction ("the First Sale") as a result of tax foreclosure and there were no bidders other than the County of Dallas. The Public Works Department requests that these properties be advertised for resale in accordance with the Tax Foreclosure Resale Policy adopted by the Dallas County Commissioners Court on April 6, 2004, Court Order 2004-630.

UNIMPROVED PROPERTIES (Vacant tracts):

<table>
<thead>
<tr>
<th>PROPERTY ADDRESS</th>
<th>DCAD ACCOUNT#/ CASE</th>
<th>JUDGMENT/ STRIKE OFF AMOUNT</th>
<th>2004 PROPOSED DECAD</th>
<th>MIMUM BID AMOUNT</th>
<th>R &amp; B DISTRICT</th>
</tr>
</thead>
<tbody>
<tr>
<td>712 S. MacArthur Blvd.</td>
<td>65049404010210000 Case # 97-40787-TF</td>
<td>$392,854</td>
<td>$508,350</td>
<td>$221,000(2)</td>
<td>4</td>
</tr>
<tr>
<td>Irving, TX</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>909 SW 3rd St.</td>
<td>28073500500600000 Case# 91-32585-TG</td>
<td>$28,276</td>
<td>$30,040</td>
<td>$20,000 (1)</td>
<td>4</td>
</tr>
<tr>
<td>Grand Prairie, TX</td>
<td></td>
<td></td>
<td></td>
<td>$13,500 (2)</td>
<td></td>
</tr>
<tr>
<td>3230 Park Circle Dr.</td>
<td>360025000202502000 Case # 98-30326-TJ</td>
<td>$26,960</td>
<td>$6,350</td>
<td>$3,500 (1)</td>
<td>3</td>
</tr>
<tr>
<td>Lancaster, TX</td>
<td></td>
<td></td>
<td></td>
<td>$2,000 (2)</td>
<td></td>
</tr>
<tr>
<td>3254 Sherwood Ave.</td>
<td>6001850050150000 Case# 92-40942-TE</td>
<td>$13,600</td>
<td>$13,600</td>
<td>$6,800 (1)</td>
<td>3</td>
</tr>
<tr>
<td>Lancaster, TX</td>
<td></td>
<td></td>
<td></td>
<td>$3,400 (2)</td>
<td></td>
</tr>
<tr>
<td>912 Elmo Dr.</td>
<td>50032500030200000 Case# 99-30138-TD</td>
<td>$2,984</td>
<td>$10,000</td>
<td>$2,700 (1)</td>
<td>3</td>
</tr>
<tr>
<td>Seagoville, TX</td>
<td></td>
<td></td>
<td></td>
<td>$2,100 (2)</td>
<td></td>
</tr>
</tbody>
</table>

(1) Indicates minimum bid amount to be advertised on first resale.
(2) Indicates minimum bid amount to be advertised on second resale.

The properties will be sold to the person submitting the highest qualified bid to Dallas County and will then be returned to the Tax rolls upon conveyance. ALL SALES ARE SUBJECT TO AND CONDITIONED UPON APPROVAL BY THE DALLAS COUNTY COMMISSIONERS COURT AND EACH TAXING UNIT ENTITLED TO RECEIVE PROCEEDS OF THE SALE UNDER THE JUDGMENT. Dallas County reserves the right to accept or reject any bid for any or no reason.

LEGAL INFORMATION

Pursuant to the provisions of Sections 34.05(a) and (b) of the Property Tax Code, the Commissioners Court may sell the properties at any time, subject to any right of redemption existing at the time of the sale. Unless the property is sold pursuant to a public sale, it may not be sold for less than the market value specified in the judgment of foreclosure or the total amount of the judgments against the property, whichever is less, without the consent of each taxing unit entitled to receive proceeds of the sale under the judgment.

411 Elm Street, 4th Floor Dallas, Texas 75202 (214) 653-7151
Commissioners Court
Page 2
April 14, 2004

Dallas County will execute a Quitclaim Deed which will contain an acknowledgment that the property is subject to
the prior owners' right of redemption, if any, and that the property is being purchased "AS IS, WHERE IS" and
"WITH ALL FAULTS" and the County of Dallas has no responsibility for the condition of the property. A
Modified Quitclaim Deed will be used if the School District’s consent, required under Section 34.05(i) of the Tax
Code, is conditioned on Dallas County, as Trustee, complying with the procedures and restrictive covenants
required by United States vs. State of Texas, Civil Order No. 5281 (E.D. Tex., August 9 and 15, 1973), or the
September 10, 1990 Order, said restrictive covenants either as a: (1) reverter, or (2) deed restriction.

FINANCIAL IMPACT

If the proceeds from the sale are not sufficient to pay the costs, taxes, penalties, and interest due all participants in the
sale, each taxing entity will be entitled to a share of the proceeds, after payment of costs, in an amount equal to the
proportion its taxes, penalties, and interest bear to the total amount of taxes, penalties, and interest due all participants
in the sale.

Excess proceeds, if any, shall be distributed to each taxing unit participating in the sale in an amount equal to the
proportion each participant’s taxes, penalties, and interest bear to the total amount of taxes, penalties, and interest due
all participants in the sale, less any amount previously paid as costs on the property.

PERFORMANCE MEASURES IMPACT

Successful completion of this bid cycle will assist the Property Division in meeting its FY '04 Performance Measures by
advertising and selling these inventoried tax foreclosure properties.

PROJECT SCHEDULE

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brief Commissioners Court to Advertise Bid</td>
<td>April 20, 2004</td>
</tr>
<tr>
<td>Court Order</td>
<td>April 27, 2004</td>
</tr>
<tr>
<td>Advertise Notice</td>
<td>May 3 and 10, 2004</td>
</tr>
<tr>
<td>Bid Opening Date</td>
<td>June 3, 2004</td>
</tr>
<tr>
<td>Brief Commissioners Court</td>
<td>June 22, 2004</td>
</tr>
<tr>
<td>Court Order to Awarding Bid</td>
<td>June 29, 2004</td>
</tr>
</tbody>
</table>

RECOMMENDATION

The Director of Public Works recommends that the Commissioners Court authorize the Purchasing Department to
advertise the Bid Notice, Request for Bid No. 2004-084-1507, to solicit sealed bids for the sale of the tax
foreclosure properties listed herein, in the Dallas Morning News only, on May 3 and 10, 2004, in accordance with
Section 34.05 (a) and (b) of the Tax Code and the Tax Foreclosure Resale Policy.

APPROVED BY:

[Signature]

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

Attachment: Bid Notice

xc: Bob Schell, Chief, Civil District Attorney's Office
    Philip Vasquez, Purchasing Agent
    David Childs, Tax Assessor/Collector
BID NO. 2004-084-1507
FOR SALE
TAX FORECLOSED PROPERTIES
COUNTY OF DALLAS

The County of Dallas ("County") for itself and as trustee for other taxing jurisdictions will accept bids for the following properties that were struck off to the County through Tax Foreclosure pursuant to the Texas Property Tax Code:

<table>
<thead>
<tr>
<th>Street Address/Case #</th>
<th>Legal Description</th>
<th>Minimum Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>712 S. MacArthur Blvd. Irving, TX Case #97-40787-TF</td>
<td>Being 7.78 acres, more or less, in the Henry Gough Surv., Abst. 494, Pg. 040, Tract 21, in the City of Irving, Dallas Cnty, TX, and being the same property described in deed recorded in Vol. 77130, Pg. 3075, DRDCT, subject to all easements, reservations, covenants, conditions, restrictions, encroachments, and encumbrances recorded in the DRDCT.</td>
<td>$221,000</td>
</tr>
<tr>
<td>909 SW 3rd St. Grand Prairie, TX Case #91-32585-TG</td>
<td>Being Lots 6 &amp; 7, Block E, Grand Prairie Estates, an Addn. to the City of Grand Prairie, Dallas Cnty, TX, according to the map recorded in Vol. 13, Pg. 395, Map Records, Dallas County, TX (MRDCT), and being same property described in deed recorded in Vol. 85060, Pg. 5107, DRDCT.</td>
<td>$20,000</td>
</tr>
<tr>
<td>3230 Park Circle Dr. Lancaster, TX Case #98-30326-TJ</td>
<td>Being Pt. Lots 24 &amp; 25 (54'x140'), Block B, Beckly City Lots, an Addn to the City of Lancaster, Dallas Cnty, TX, according to the map recorded in Vol. 11, Pg. 93, MRDCT, and being same property described in deed recorded in Vol. 83099, Pg. 3173, DRDCT.</td>
<td>$3,500</td>
</tr>
<tr>
<td>3254 Sherwood Ave. Lancaster, TX Case #98-40942-TE</td>
<td>Being Lot 15, Block E, Brownlee Park Addition, an Addn. to the City of Lancaster, DC, TX, according to the map recorded in Vol. 14, Pg. 71, MRDCT, and being the same property described in deed recorded in Vol. 80219, Pg. 2928, DRDCT.</td>
<td>$6,800</td>
</tr>
<tr>
<td>912 Elmo Dr. Seagoville, TX Case #99-30138-TD</td>
<td>Being Lot 20, Block C, Phillip Pirozzo Addn., an unrecorded Addn. to the City of Seagoville, DC, TX, and being a portion of the property described in instrument recorded in Vol. 90082, Pg. 1811, DRDCT.</td>
<td>$2,700</td>
</tr>
</tbody>
</table>

The Quitclaim Deed(s) to these properties will contain no warranties of any kind. The property is subject to the prior owners’ right of redemption, if any. The property will be sold and conveyed by County and accepted by Bidder "as is, where is, and with all faults" on a "Buyer Beware" basis. If required by the School District, a modified Quitclaim Deed to comply with the procedures and restrictive covenants required in the Modified Order styled United States vs. State of Texas, Civil Order No. 5281 (E.D. Tex., August 9 & 15, 1973) or the 8-10-90 Order issued by the U.S. District Court for the Eastern District. Said restrictive covenants of Civil Order No. 5281, either as a: (1) reverter, or (2) deed restriction are included in the Bid Package.

County, by advertising these properties, makes no warranty concerning zoning or whether or not the advertised property can be used for any purpose. It will be the responsibility of the bidder to examine all applicable building codes and ordinances to determine that the property in question can be used for the purposes desired.

County will require bidders to sign: (1) a Bid and Purchase Agreement, (2) a "No Conflict of Interest Statement", (3) an "Affidavit" certifying that Bidder has no outstanding County judgments, tax delinquencies or fees owed to County, and (4) a "No Title-Policy Statement". County will not provide a title policy.

County assumes no responsibility as to the accuracy of any fact relating to the property for sale. The data reflected herein is for information only. Bidder has the sole obligation to make all inspections deemed necessary by Bidder with respect to the property and prior to the submission of the bid.

Separate sealed bids on each of the above properties will be received by the office of the Purchasing Department until 2:00 p.m., JUNE 3, 2004. All bids will be opened and publicly read aloud immediately thereafter at 509 Main St., Room 623. On all bids of $20,000 or less, a cashier's check or money order for $1,000 or the purchase price, whichever is less, must accompany the bid packet; for bid amounts greater than $20,000, a cashier's check or money order for 10% of the amount bid must accompany the bid packet. The bid packet can be obtained from the Purchasing Department, 509 Main Street, 6th Floor, Room 623, Dallas, Texas 75202 or by calling 214-633-6573 and requesting Bid No. 2004-084-1507. Bidder understands and agrees that if Bidder is unable or refuses to timely close on the Property and accept a Quitclaim Deed for any reason whatsoever, except through fault of County, the contract may be terminated and Bidder's ENTIRE DEPOSIT shall be forfeited to County.
The County reserves the right to accept or reject any bid for any or no reason and there are no implied guarantees to negotiate or sell the properties at all or even at the minimum bid amount. All sales are subject to and conditioned upon approval by the County Commissioners Court and each taxing unit entitled to receive proceeds of the sale under the Judgment.

For additional information: Call Pam Easterling at 214-653-6409 or L. Fisher at 214-653-6406.
Amendment to the Services and Faculty Agreement FY 2003
Dallas County Hospital District
The University of Texas Southwestern Medical Center at Dallas

Amendment Total: $1,172,154
  Neurosurgery: $207,898
  Emergency Department: $454,256
  Anesthesiology: $500,000

NEUROSURGERY
The $207,898 is for the cost incurred by UTSW from October 2002 until April 2003. During this time Methodist Hospital was without neurosurgical coverage of their emergency room. Parkland agreed to accept the neurosurgical emergency room patients from Methodist, while Methodist recruited for a neurosurgeon. This decision was made in order to support, short-term, the crisis in the Metroplex and reduce potential collapse of the Trauma Network in the Metroplex. The collapse of the Trauma Network would have long-term negative operational and financial impacts on Parkland.

During the seven (7) month period, the number of neurosurgical emergency and elective cases were as follows:

<table>
<thead>
<tr>
<th></th>
<th>Elective</th>
<th>Emergency</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 2002</td>
<td>28</td>
<td>20</td>
<td>48</td>
</tr>
<tr>
<td>November</td>
<td>17</td>
<td>19</td>
<td>36</td>
</tr>
<tr>
<td>December</td>
<td>20</td>
<td>26</td>
<td>46</td>
</tr>
<tr>
<td>January 2003</td>
<td>30</td>
<td>25</td>
<td>55</td>
</tr>
<tr>
<td>February</td>
<td>21</td>
<td>16</td>
<td>37</td>
</tr>
<tr>
<td>March</td>
<td>38</td>
<td>32</td>
<td>70</td>
</tr>
<tr>
<td>April</td>
<td>22</td>
<td>19</td>
<td>41</td>
</tr>
<tr>
<td>Annualized (10/02-4/03) Monthly Average</td>
<td>25</td>
<td>23</td>
<td>48</td>
</tr>
<tr>
<td>Previous 12 months (10/01-9/02) Monthly Average</td>
<td>23</td>
<td>16</td>
<td>39</td>
</tr>
</tbody>
</table>

This resulted in a 23.1% increase over the previous 12-month period (10/01-9/02).

UTSW Department of Neurosurgery identified the cost of additional faculty coverage, net of collections to be $207,898. PHHS evaluated these costs for reasonableness. An entry level Assistant Professor of Neurosurgery, according to the 2003/2004 Association of American Medical Colleges (AAMC) is $341,312. In the metroplex base salaries for a neurosurgeon are $500,000 - $600,000. Using the AAMC starting salary for seven months ($341,212 x 7/12) results in $199,100. This $199,000 is salary only; it excludes benefits.

Accordingly, the request by UTSW Department of Neurosurgery appears to be reasonable.

EMERGENCY DEPARTMENT
In FY2001, both DCHD and UTSW Department of Surgery/Emergency Medicine agreed upon a faculty staffing plan for Emergency Services. The agreed upon plan identified the need for a total of 27.43 FTE
emergency physician faculty to meet the volume, service demands and emergency residents clinical oversight/teaching. The recruitment and hiring was to commence in July 2001 for FY2002 and be phased-in over two (2) years.

For FY2003, UTSW requested $1,848,266 in funding for recruitment and retention for Emergency Services physicians. Parkland and UTSW agreed to initial funding of $1,161,000 of the $1,848,266. However, Parkland agreed that the funding would be reconsidered if UTSW could recruit the needed physicians faster. During the year UTSW recruited 4.2 FTE's for emergency physicians for a cost of $1,161,619. In addition, UTSW incurred $604,660 in cost to retain existing emergency physicians for a total cost of $1,766,279. UTSW requested an additional payment of over $600,000. Parkland agreed to fund only $464,256 of this request.

ANESTHESIOLOGY

<table>
<thead>
<tr>
<th>FISCAL YEAR</th>
<th>VOLUME</th>
<th>% INCREASE</th>
<th>CUMMULATIVE % INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1998</td>
<td>6,861</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1999</td>
<td>7,437</td>
<td>8.4%</td>
<td>8.4%</td>
</tr>
<tr>
<td>2000</td>
<td>8,227</td>
<td>10.6%</td>
<td>19.9%</td>
</tr>
<tr>
<td>2001</td>
<td>8,971</td>
<td>9.0%</td>
<td>30.8%</td>
</tr>
<tr>
<td>2002</td>
<td>9,562</td>
<td>6.6%</td>
<td>39.4%</td>
</tr>
<tr>
<td>2003</td>
<td>10,196</td>
<td>6.6%</td>
<td>48.6%</td>
</tr>
</tbody>
</table>

At the end of FY2002, there was discussion between DCHD and UTSW regarding the increased faculty required to provide/maintain 24 hour/7 day a week faculty coverage in OB Anesthesia and the demand placed on existing faculty to maintain that standard.

It was agreed that the services provided by the OB Anesthesia faculty needed to continue, therefore, existing faculty filled vacant hours during recruitment of 2.0 FTE faculty physicians.

1.5 FTE's were hired in July 2002 and the remaining 0.5 FTE is being recruited. These remaining hours are still being filled by existing faculty.

UTSW billed Parkland for an additional $546,100. The $546,100 represents two anesthesiologists at AAMC entry level salary for an Assistant Professor of Anesthesiology. Parkland agreed to fund only $500,000.

CONCLUSION
The Faculty Contract for Fiscal Year 2003 was budgeted for $71,504,582, expenditures for the fiscal year prior to the amendment were $70,332,427. The cost of amendment falls within the approved Fiscal Year 2003 Budget. The $1,172,154 cost has been accrued for Fiscal Year 2003 on Parkland books.
Faculty Contract: Professional and Technical
Dallas County Hospital District
The University of Texas Southwestern
Medical Center at Dallas

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>RVU's/Case Rate (net)</td>
<td>$32,660,419</td>
</tr>
<tr>
<td>Non RVU's Based</td>
<td>$12,981,056</td>
</tr>
<tr>
<td>Administrative Functions</td>
<td>$9,378,971</td>
</tr>
<tr>
<td>Performance Standards</td>
<td>$8,357,375</td>
</tr>
<tr>
<td>Standby</td>
<td>$2,195,404</td>
</tr>
<tr>
<td>Program Enhancements</td>
<td>$1,321,000</td>
</tr>
<tr>
<td>Technical</td>
<td>$3,633,872</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$70,528,097</td>
</tr>
</tbody>
</table>

Term of Contract One (1) Year

**Performance Based Contract**

During the design and development phase of the performance based contact DCHD/UTSW agreed upon the following assumptions which would:

- Enhance the partnership between PHHS and UTSW
- Enhance the planning/budgeting process for PHHS and UTSW
- Define expectations and accountabilities
- Provide perspective for viewing every patient as a paying patient
- Improve services and increase effective utilization resources

The Performance Based Contract has been in place since FY2000.

**RVU BASED**

RVU is a relative unit, which is the relative value of physician services expressed in numeric units. Relative value units were developed by Medicare for the payment of physician services.

RVU payment for FY2004 Clinical Services provided to the uninsured is based on the following conversation factors.

- 2003 Medicare: $36.7856 per RVU
- 2003 Medicaid: $26.59 per RVU
- 2003 Medicaid: $728.00 Case Rate
- Market Based:
  - Anesthesiology: $46.50
  - Radiology: $66.746

Deductions from gross earned RVU’S is as follows:

- OB/GYN – Midwife Offset
- Anesthesiology – Medical direction of concurrent procedures standard is applied.

A two percent (2.0%) collar is utilized for the RVU component only and is applied in the twelfth monthly (September 2004) payment.

The table on the following page shows the calculation of the RVU payment.
## Parkland Health & Hospital System
**April 14, 2004**

<table>
<thead>
<tr>
<th>Clinical Service</th>
<th>RVU’s</th>
<th>Rate</th>
<th>Mid-level MDCP Deductions</th>
<th>Case Rate</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anesthesiology (1)</td>
<td>162,187</td>
<td>46.50</td>
<td>(977,518)</td>
<td>-</td>
<td>6,537,827</td>
</tr>
<tr>
<td>Dermatology</td>
<td>5,838</td>
<td>36.7856</td>
<td>-</td>
<td>-</td>
<td>214,741</td>
</tr>
<tr>
<td>Emergency</td>
<td>80,719</td>
<td>36.7856</td>
<td>-</td>
<td>-</td>
<td>2,969,296</td>
</tr>
<tr>
<td>Family Practice</td>
<td>3,682</td>
<td>36.7856</td>
<td>-</td>
<td>-</td>
<td>135,431</td>
</tr>
<tr>
<td>Internal Medicine</td>
<td>104,207</td>
<td>36.7856</td>
<td>-</td>
<td>-</td>
<td>3,833,323</td>
</tr>
<tr>
<td>Neurology</td>
<td>18,634</td>
<td>36.7856</td>
<td>-</td>
<td>-</td>
<td>685,456</td>
</tr>
<tr>
<td>Neurosurgery</td>
<td>17,279</td>
<td>36.7856</td>
<td>-</td>
<td>-</td>
<td>635,603</td>
</tr>
<tr>
<td>OB/GYN</td>
<td>139,807</td>
<td>26.59</td>
<td>(3,373,088)</td>
<td>1,518,806</td>
<td>1,863,194</td>
</tr>
<tr>
<td>Ophthalmology</td>
<td>42,421</td>
<td>36.7856</td>
<td>-</td>
<td>-</td>
<td>1,560,480</td>
</tr>
<tr>
<td>Orthopedic Surgery</td>
<td>48,293</td>
<td>36.7856</td>
<td>-</td>
<td>-</td>
<td>1,776,494</td>
</tr>
<tr>
<td>Otolaryngology</td>
<td>13,682</td>
<td>36.7856</td>
<td>-</td>
<td>-</td>
<td>503,315</td>
</tr>
<tr>
<td>Plastic Surgery</td>
<td>18,933</td>
<td>36.7856</td>
<td>-</td>
<td>-</td>
<td>696,467</td>
</tr>
<tr>
<td>PM&amp;R</td>
<td>7,464</td>
<td>36.7856</td>
<td>-</td>
<td>-</td>
<td>274,579</td>
</tr>
<tr>
<td>Radiology</td>
<td>103,028</td>
<td>66.746</td>
<td>-</td>
<td>-</td>
<td>6,876,729</td>
</tr>
<tr>
<td>Surgery</td>
<td>95,303</td>
<td>36.7856</td>
<td>-</td>
<td>-</td>
<td>3,505,798</td>
</tr>
<tr>
<td>Thoracic CVS</td>
<td>4610</td>
<td>36.7856</td>
<td>-</td>
<td>-</td>
<td>169,567</td>
</tr>
<tr>
<td>Urology</td>
<td>11,475</td>
<td>36.7856</td>
<td>-</td>
<td>-</td>
<td>422,119</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>877,561</td>
<td>-</td>
<td>(4,350,606)</td>
<td>1,518,806</td>
<td>32,660,419</td>
</tr>
</tbody>
</table>

(1) 2734 RVU's @ 36.7856

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**NON RVU BASED**

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anesthesiology</td>
<td>$2,214,000</td>
</tr>
<tr>
<td>Emergency Medicine</td>
<td>2,161,080</td>
</tr>
<tr>
<td>Ob/Gyn</td>
<td>500,000</td>
</tr>
<tr>
<td>Pathology</td>
<td>3,723,759</td>
</tr>
<tr>
<td>Pediatrics</td>
<td>230,085</td>
</tr>
<tr>
<td>Psychiatry</td>
<td>2,693,132</td>
</tr>
<tr>
<td>Radiology</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Surgery</td>
<td>459,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$12,981,056</td>
</tr>
</tbody>
</table>
Anesthesiology: $2,214,000
• Funds will enable Department to provide OB Anesthesia faculty coverage 24 hours per day, 7 days a week.

Emergency Medicine: $2,162,080
• Funds will enable Department to increase faculty FTEs to a total of 27.43. This faculty FTE allotment is necessary in order to maintain current service levels.

OB/Gyn: $500,000
• Funds are cost based since the RVU model is non-viable.

Pathology: $3,723,759
• Funds are cost based since the RVU model is a non-viable compensation option.

Pediatrics: $230,085
• Funds based on agreed upon amount since the RVU model is a non-viable compensation option.
• $100,000 of the above amount for faculty physician to attend high risk deliveries.

Psychiatry: $2,693,132
• Funds based on agreed upon amount since the model identified as a non-viable compensation option.

Radiology: $1,000,000
• Funds for service inefficiencies until completion of PAXS implementation. Payment will be evaluated following PAXS implementation.

Surgery: $459,000
• Funds for five (5) - 0.4 FTE Surgery faculty to work in specialty clinics.

### Administrative Functions

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anesthesiology</td>
<td>$755,965</td>
</tr>
<tr>
<td>Dermatology</td>
<td>127,943</td>
</tr>
<tr>
<td>Emergency Medicine</td>
<td>54,413</td>
</tr>
<tr>
<td>Family Practice</td>
<td>168,641</td>
</tr>
<tr>
<td>Internal Medicine</td>
<td>1,518,823</td>
</tr>
<tr>
<td>Neurology</td>
<td>220,712</td>
</tr>
<tr>
<td>Neurosurgery</td>
<td>209,244</td>
</tr>
<tr>
<td>Ob/Gyn</td>
<td>1,045,092</td>
</tr>
<tr>
<td>Ophthalmology</td>
<td>317,868</td>
</tr>
<tr>
<td>Orthopedic Surgery</td>
<td>420,337</td>
</tr>
<tr>
<td>Otolaryngology</td>
<td>196,534</td>
</tr>
<tr>
<td>Pathology</td>
<td>771,586</td>
</tr>
<tr>
<td>Pediatrics</td>
<td>206,073</td>
</tr>
<tr>
<td>Plastic Surgery</td>
<td>260,559</td>
</tr>
<tr>
<td>PM&amp;R</td>
<td>225,224</td>
</tr>
<tr>
<td>Psychiatry</td>
<td>518,388</td>
</tr>
<tr>
<td>Radiology</td>
<td>781,037</td>
</tr>
<tr>
<td>Surgery</td>
<td>890,492</td>
</tr>
<tr>
<td>Thoracic &amp; CV Surgery</td>
<td>130,989</td>
</tr>
<tr>
<td>Urology</td>
<td>109,051</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>9,378,971</strong></td>
</tr>
</tbody>
</table>
There are two categories in this competent.

1. Department Payment:
The department payment is to recognize the following residency program costs (GME):
   Program Director(s)
   Program Coordinator/Assistant
   Chief Resident Stipends
   Housestaff Recruitment
   Residents’ books, journals, CD Roms
   Payment for positions is based on % FTE commitment and prorated salary/fringes.

2. Administrative Positions
   Compensation for medical staff administrative oversight and clinical leadership of an inpatient, and/or
   outpatient unit, department or service.

   Payment is for nineteen (19) Chiefs of Service and one hundred seventy (170) Medical Directors,
   inpatient, outpatient and procedure areas. Job Descriptions were developed for the positions. JCAHO
   requires medical leadership for all areas providing clinical services. Payment for services is based on
   position title, oversight area and in the outpatient clinics and procedure areas is based on numbers of clinic
   sessions and patient volume.

### Administrative Functions - Annual Payment per Position

<table>
<thead>
<tr>
<th>Position</th>
<th>Annual Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>President Medical Staff</td>
<td>$53,040</td>
</tr>
<tr>
<td>Chief of Services</td>
<td></td>
</tr>
<tr>
<td>OB, Trauma</td>
<td>$79,560</td>
</tr>
<tr>
<td>All Others</td>
<td>$21,216</td>
</tr>
<tr>
<td>Medical Directors</td>
<td></td>
</tr>
<tr>
<td>Emergency (medicine/Surgery)</td>
<td>$106,080</td>
</tr>
<tr>
<td>Anesthesia (OR), Clinical Pathology, OPC Surgery</td>
<td>$79,560</td>
</tr>
<tr>
<td>Emergency (Psychiatry)</td>
<td>$42,432</td>
</tr>
<tr>
<td>Medical Director - Inpatient</td>
<td></td>
</tr>
<tr>
<td>ICU</td>
<td>$31,824</td>
</tr>
<tr>
<td>General Unit</td>
<td>$10,608</td>
</tr>
<tr>
<td>Medical Director - Outpatient</td>
<td></td>
</tr>
<tr>
<td>Based on number of sessions per week. Session is one half day.</td>
<td></td>
</tr>
<tr>
<td>1-2 sessions</td>
<td>$5,304</td>
</tr>
<tr>
<td>3-5 sessions</td>
<td>$10,608</td>
</tr>
<tr>
<td>6+ sessions</td>
<td>$21,216</td>
</tr>
<tr>
<td>Day Surgery</td>
<td>$26,250</td>
</tr>
<tr>
<td>Medical Director - Consult</td>
<td>$10,608</td>
</tr>
<tr>
<td>Medical Directors in clinics that have over 20,000 visits annually, or are faculty-only run clinics, will receive $10,608 in addition to the amount based on number of sessions.</td>
<td></td>
</tr>
</tbody>
</table>
Performance Standards

<table>
<thead>
<tr>
<th>Specialty</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anesthesiology</td>
<td>$327,132</td>
</tr>
<tr>
<td>Dermatology</td>
<td>171,756</td>
</tr>
<tr>
<td>Emergency Medicine</td>
<td>412,484</td>
</tr>
<tr>
<td>Family Practice</td>
<td>171,797</td>
</tr>
<tr>
<td>Internal Medicine</td>
<td>2,361,537</td>
</tr>
<tr>
<td>Neurology</td>
<td>185,979</td>
</tr>
<tr>
<td>Neurosurgery</td>
<td>188,175</td>
</tr>
<tr>
<td>Ob/Gyn</td>
<td>704,533</td>
</tr>
<tr>
<td>Ophthalmology</td>
<td>251,656</td>
</tr>
<tr>
<td>Orthopedic Surgery</td>
<td>241,216</td>
</tr>
<tr>
<td>Otolaryngology</td>
<td>198,704</td>
</tr>
<tr>
<td>Pathology</td>
<td>325,072</td>
</tr>
<tr>
<td>Pediatrics</td>
<td>300,323</td>
</tr>
<tr>
<td>Plastic Surgery</td>
<td>177,312</td>
</tr>
<tr>
<td>PM&amp;R</td>
<td>178,700</td>
</tr>
<tr>
<td>Psychiatry</td>
<td>296,843</td>
</tr>
<tr>
<td>Radiation Oncology</td>
<td>63,745</td>
</tr>
<tr>
<td>Radiology</td>
<td>312,414</td>
</tr>
<tr>
<td>Surgery</td>
<td>1,126,389</td>
</tr>
<tr>
<td>Thoracic &amp; CV Surgery</td>
<td>180,344</td>
</tr>
<tr>
<td>Urology</td>
<td>181,264</td>
</tr>
<tr>
<td>Total</td>
<td>$8,357,375</td>
</tr>
</tbody>
</table>

This component, Performance Standards, sets forth DCHD’s performance expectations of the faculty relative to select aspects of care for all patients, without regard to payer classification. Performance Standards are not meant to be all inclusive, nor to overlap with licensure or certification standards or medical staff by-laws.

Performance Standards reflect high priority performance areas developed to improve efficiencies, quality of care and/or access to care by all patients.

Performance Standards are measurable targets are developed and agreed to jointly by DCHD Vice Presidents and the Department Chair or his/her designee.

Each Performance Standard will be measured in relation to the target and results will be presented to the Department Chair quarterly.

Any standard not met due to circumstances at DCHD will be noted by appropriate DCHD Vice President and paid at the allocated amount until the circumstance/issue has been resolved.

Performance Standards will be paid for targets that have been met or exceeded. Payments are not prorated.

Performance Standard results (hard copy) will be shared with the Department Chair and/or his/her designee on a quarterly basis by the respective Vice President.

Failure to share quarterly results will result in full payment of Department Performance Standard amount even if targets are not met or exceeded.

<table>
<thead>
<tr>
<th>Specialty</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anesthesiology</td>
<td>$442,354</td>
</tr>
<tr>
<td>Neurosurgery</td>
<td>558,450</td>
</tr>
<tr>
<td>Radiology</td>
<td>399,000</td>
</tr>
<tr>
<td>Surgery</td>
<td>795,600</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,195,404</strong></td>
</tr>
</tbody>
</table>
Compensation for the following services:

Anesthesiology
- 24 hours/7 days per week in-house faculty coverage required for Level I Trauma Center designation.

Neurosurgery
- 24 hours/7 days per week on-call faculty coverage required for Level I Trauma Center designation and the management of closed head injuries.

Radiology
- 24 hours/7 days per week in-house faculty coverage.

Surgery
- 24 hours/7 days per week in-house faculty coverage required for Level I Trauma Center designation.

PROGRAM ENHANCEMENT:
Compensation for agreed upon positions and/or programs which will assist DCHD in its mission and strategic initiatives. This includes recruitment of new faculty and retention of existing faculty in service areas/departments as designated by DCHD and agreed upon by UT Southwestern.

Dermatology $100,000:
Salary for 1.0 FTE faculty physician for Mohs micrographic surgery recruited during FY 03.

Internal Medicine $1,020,000:
- Designated for GI and Oncology
- The individual physician’s name, FTE equivalent, specialty and start date is required by DCHD from UT Southwestern prior to payment for new position.
- The individual physician’s name, FTE equivalent, specialty and salary enhancement date is required by DCHD from UT Southwestern prior to payment for salary enhancement.

Surgery $201,000:
- Salary for 0.5 FTE faculty kidney/pancreas transplant surgeon recruited during FY 03.

TECHNICAL SERVICES

Technical Purchased Services provided to DCHD by UT Southwestern.
Detailed schedule available
April 20, 2004

MISCELLANEOUS

1) **PLANNING & DEVELOPMENT DEPARTMENT** - recommends assigning Transamerica Tax Abatement, which was authorized in 1997 to help facilitate the relocation of 450 jobs to downtown Dallas, to First American Real Estate Solutions (FARES). The division of Transamerica that was associated with this abatement has been spun-off and acquired by FARES. The proposed assignment is consistent with the abatement’s agreement. The ten-year 85% abatement on business personal property presently has two years left remaining. All of the abatement’s terms and conditions will remain in effect if the abatement is assigned.

2) **DISTRICT CLERK** - requests approval for the utilization of the Errors and Omissions Fund to cover the loss of $350 due to the discrepancy in a deposit from the East Dallas Passport Office. We have had discussions with the Auditor’s Office to review processes in order to prevent this from occurring in the future.

3) **HEALTH & HUMAN SERVICES** - requests approval:
   
a) to accept a donation of $9,994.08 from Fannie Mae to the Home Loan Counseling Center for the HOYO program and authorization for the County Judge to sign all related documents on behalf of Dallas County.

b) to approve Amendment No. 2 to the Professional Service Agreement No. 15 with Schlumberger Sema, Inc. to provide one LAN/WAN administrator for DCHHS at a cost not to exceed $60,000 and authorization for the County Judge to sign the Agreement on behalf of Dallas County.

4) **DATA SERVICES** - requests approval to renew the Secure Socket Layer (SSL) certificate for www.dallascounty.org. The cost to renew the SSL certificate is $129 for a period of one year. Funds are available in the FY2001 Major Technology Fund E-Commerce Expansion Project (00195.0.02095.2001.0.92011). Recommended by the MIS Director.

5) **COUNTY AUDITOR** - requests approval to repay $497,372 in State Criminal Alien Assistance Program (SCAAP) overpayments. Repayments will come from future SCAA payments.

   *(Please Refer to Information Item No. 5)*
6) **SHERIFF’S DEPARTMENT** - requests approval to continue their participation in the OCDETF-HIDT Program.

(Please Refer to Information Item No. 6)

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**TRAVEL REQUESTS**

7) **CONSTABLE, PRECINCT 2** - requests approval for Ric Green, Jody Krizan, Don Aulds, Betty Garrett, and Sherry Brooks to attend the Annual Civil Process School in Austin, Texas on May 4-7, 2004 in a County vehicle with gas credit cards and no other expense to Dallas County.

8) **DISTRICT CLERK** - request approval for James W. Hamlin to attend the NACO Annual Conference and Exposition in Phoenix, Arizona on July 14-20, 2004: $1,689 is available in General Fund, District Clerk Department, Business Travel Account, FY Budget 2004, (00120.4020.2010.2004).

9) **DATA SERVICES DEPARTMENT** - requests approval for John Hennessey to attend CUC 2004 Conference in Galveston, Texas on May 5-8, 2004: $1,265 is available in General Fund, Data Services Department, DDA Account, FY Budget 2004, (00120.1090.2230.2004).

10) **INSTITUTE OF FORENSIC SCIENCES** - requests approval for Chris Heartsill to attend the American Society of Crime Laboratory Directors/Laboratory Accreditation Board Inspection and Training in Little Rock, AR on May 1-7, 2004 at no cost to Dallas County.

11) **PURCHASING DEPARTMENT** - requests approval for Scott McDowell and Phillip Vasquez to attend the Texas County Purchasing Association May Workshop in Austin, Texas on May 17-19, 2004: $1,110 is available DDA Account.

12) **HEALTH & HUMAN SERVICES DEPARTMENT** - requests approval for Regenia Hawkins, Cynthia Hoard, Patricia Scali, Terri Burk, Joetta Black, Narcissa Bluitt, Linda Cobb, Luetricia Gaston, David Green, Susana Herrara, Margaret Jackson, Maurice Jones, Vanessa Jones, Michael Suberu, Clerenda Thomas, Debra Triplett, and Lisa White to attend Section 8 Rental Housing Integrity Improvement Project Training in Irving, Texas on June 9-11, 2004: $6,800 (registration fees) is available in Grant Fund, Section 8 Department, Training Fees Account, FY Budget 2000, (00466.08050.2460.2000).
EXCEPTION TO TRAVEL REQUESTS
UNLESS SPECIFICALLY OBJECTED TO, ALL ITEMS PRESENTED
AS EXCEPTIONS ARE CONSIDERED TO BE APPROVED

Travel Request submitted for approval after travel had occurred:

13) JUSTICE OF THE PEACE, PRECINT 2, PLACE 1 - requests approval for Gerry Cooper and Brenda Cooper to attend the 20 Hour Judge School in Corpus Christi, Texas on March 29, 2004 through April 3, 2004: $436.92 is available in General Fund, JP #2-1 Department, DDA Account, FY Budget 2004, (00120.4821.2160.2004). (Only one exception since January 2002 to present).

MISCELLANEOUS EQUIPMENT

1. DEPARTMENT: 4811
   ITEMS: 16 - PCs
   ESTIMATED COST: $26,400
   FUNDING SOURCE: Civil Courts Project
   EXPENDITURE SOURCE: 00195.0.02093.2001.0.92010 (Major Technology Fund, Computer Hardware Less Than $5,000, FY2001, Computer Replacement Equipment Civil Courts Project Fund)
   PROPOSED ACTION: Justice of the Peace Jones requests authorization to replace fifteen computers. One new computer will be set-up in the court's waiting area which would allow a customer to access their case and pay by credit card. Recommended by the MIS Director.

2. DEPARTMENT: 3320
   ITEMS: 1 - Ergonomic Administrative Workstation
   ESTIMATED COST: $1,950
   FUNDING SOURCE: Reserves & Contingencies, Furniture & Equipment
   EXPENDITURE SOURCE: 00120.3320.02090.2004 (General Fund, Community Supervision, Equipment Less Than $5,000, FY2004)
   PROPOSED ACTION: The Community Supervision and Corrections Department (CSCD) requests authorization to purchase a free standing modular workstation with dual articulating keyboard trays for an employee with physical problems. Recommended by the Human Resource Department Safety Officer.
<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>ITEMS:</th>
<th>ESTIMATED COST:</th>
<th>FUNDING SOURCE:</th>
<th>EXPENDITURE SOURCE:</th>
<th>PROPOSED ACTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>3141</td>
<td>Sheriff's Office, Sterrett North Tower</td>
<td>3 - Printers ($400)</td>
<td>$1,200</td>
<td>Major Technology Fund</td>
<td>00195.0.02093,2003.0.92014 (Major Technology Fund, Computer Hardware Less Than $5,000, FY2003, Computer Replacement Equipment)</td>
</tr>
<tr>
<td>3312</td>
<td>Institute of Forensic Sciences - Office of the Medical Examiner</td>
<td>Tissue Cassette Labeler System</td>
<td>$12,000</td>
<td>Unused C.O. Fund (00423.3311.08610.1998)</td>
<td></td>
</tr>
</tbody>
</table>
PROPOSED ACTION: The Institute of Forensic Sciences - Office of the Medical Examiner - is requesting funding to purchase a Tissue Cassette Labeler System to aid with the outsourcing of histology services, an initiative agreed to during the FY2004 Budget Process. Recommended by Office of Budget and Evaluation.

(7) DEPARTMENT: 4140 134th Civil District Court
ITEMS: 1 - Desktop Computer, 1 Printer Server, & Software
ESTIMATED COST: $1,621
FUNDING SOURCE: DDA
PROPOSED ACTION: The 134th Civil District Court is requesting permission to pay for the above equipment utilizing DDA funds. Recommended by the Office of Budget and Evaluation and MIS.

TELECOMMUNICATIONS REQUEST

Commissioners Court Administration D0403011 requests to install one date-line cable in the Supervisors office to provide access to network. Installation: $58.50; a no monthly service increase. Recommended.

Constable Precinct 4 M-0403035 requests to install a multi-line phone in the dispatch area for an additional Dispatcher. Installation: $41.00; a no monthly service increase. Recommended.

Tax Office - requests:
M-0403016 to install a phone line on the wall to relocate the existing phone to new location for safety. Installation: $33.00; a no monthly service increase. Recommended.

M-0403027 to install a new phone line to relocate the department fax. Installation: $49.50; a no monthly service increase. Recommended.

Health & Human Services - requests:
M-0403043 to install a single-line in room 258 to relocate existing fax machine. Installation: $33.00; a no monthly service increase. Recommended.
M-0403044 to switch the location of two single-line phones in rooms 604 and 748 due to changes in the department. Equipment: $0.00; labor covered by contract; no monthly service increase.

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