DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

August 17, 2004

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Speakers N/A
FIVE SIGNATURE DOCUMENT(s) FOR CONSIDERATION

Minister’s Letter of Appreciation

DATE(s) TO REMEMBER

New Look Committee Meeting - Commissioners Court

Tuesday, September 7, 2004 @ 1:00pm
• Community Health & Social Services
• Justice Administration
• Law Enforcement
• Management Services
TO: THE HONORABLE COMMISSIONERS COURT

FROM: ZACHARY S. THOMPSON, DIRECTOR

DATE: AUGUST 17, 2004

SUBJECT: TEXAS DEPARTMENT OF HEALTH CONTRACT AMENDMENT FOR UNIT COST TECHNICAL ASSISTANCE CENTER

Background of Issue
The Dallas County Judge is the grantee and legal recipient of Ryan White CARE Act Title II grant funds and State of Texas HIV Health and Social Services (State Services) grant funds. Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency for Ryan White CARE Act Title II grant funds and State Services grant funds for the Dallas Health Services Delivery Area (HSDA), which includes Collin, Cooke, Dallas, Fannin, Grayson, Hunt, Kaufman, Navarro, and Rockwall counties. In FY 1999, the Dallas HSDA began implementing a unit cost reimbursement system for all recipients of DCHHS pass-through HIV/AIDS grant funds. In FY 2000, in recognition of the success that the Dallas HSDA had in implementing such a system, the Texas Department of Health (TDH) requested that DCHHS develop a Unit Cost Technical Assistance Center (TAC) to be utilized by all recipients of TDH Title II and State Services grant funds. The purpose of the Unit Cost TAC is to facilitate and accelerate standardized implementation of cost-based reimbursement for publicly funded HIV medical and psycho-social support services across the State of Texas. The objective of the Unit Cost TAC is to improve the cost-effectiveness of publicly funded HIV medical and psycho-social support services in Texas.

The original contract (TDH Contract #7560009056 2005, Attachment #06, HIV-UNIQUE) for the Unit Cost TAC, in the amount of $99,008, was approved by the Commissioners Court and signed by the County Judge on March 16, 2004 (Court Order 2004 483). Since then, DCHHS has been notified that TDH has increased the contract award to Dallas County by an additional $2,000. The contract amendment (TDH Contract #7560009056 2005, Attachment #06A, HIV-UNIQUE) will award a total of $101,008 to Dallas County.

Fiscal Impact
The entire cost of the Unit Cost TAC, which includes one personnel position, fringe benefits, travel expenses, equipment, supplies, and other contractual and administrative costs, will be paid for through Ryan White Title II grant funds.

Operational Impact
The Unit Cost TAC will be centered at the Administrative Agency. DCHHS will have direct access to the Unit Cost TAC, which will enhance the Administrative Agency’s ability to improve the cost-effectiveness of the Dallas HSDA’s HIV/AIDS grant funded services.

Legal Impact
The Commissioners Court must approve the attached contract with TDH, the attached budget for expenditure of funds, and authorize the County Judge to sign the contract on behalf of Dallas County.
Recommendation
It is recommended that Dallas County Commissioners Court approve FY 2004-2005 TDH Contract #7560009056, Attachment #06A, HIV/UNIQUE, in the amount of $101,008, for funding of the Unit Cost TAC, approve the budget for expenditure of funds, and authorize the County Judge to sign the contract on behalf of Dallas County.

RECOMMENDED BY:  
Zachary S. Thompson, Director

attachment

c:  J. Allen Clemson, Court Administrator
    Virginia Porter, County Auditor
BUDGET JUSTIFICATION
DALLAS COUNTY HEALTH AND HUMAN SERVICES
FY 2004-2005 RW TITLE II - Unit Cost Technical Assistance Center

I PERSONNEL

Unit Cost Consultant - Walter Weiss, Jr.

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Manage the TDH Unit Cost Technical Assistance Center, operated administratively from Dallas County Health and Human Services. Develops and delivers consulting and TA to the Administrative Agencies, Planning Bodies and local service providers across the State of Texas.

II FRINGE BENEFITS

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III TRAVEL

A. Local travel @ .375/mile for 700 miles per year

B. Conferences and Delivery of Technical Assistance (TA)

| Travel for Consultant to attend National Grantee meeting in Washington, D.C. to enhance knowledge of Ryan White programs and policies and continuous improvement of Unit Cost TAC services. | 1 trip @ | 1,550 |

Ground transportation
- 4 days @ 10
- 40

Lodging
- 4 nights @ 115
- 460

Per Diem
- 5 days @ 50
- 250

Air Fare - round trip

Travel for Consultant to attend Ryan White Title II meeting in Austin, TX.

| Travel for Consultant to attend Ryan White Title II meeting in Austin, TX. | 1 trip @ | 530 |

Ground transportation
- 400 miles @ .375
- 150

Lodging
- 3 nights @ 80
- 240

Per Diem
- 4 days @ 35
- 140

Travel for Consultant to attend HIV/STD Conference in Austin, TX.

| Travel for Consultant to attend HIV/STD Conference in Austin, TX. | 1 trip @ | 530 |

Ground transportation
- 400 miles @ .375
- 150

Lodging
- 3 nights @ 80
- 240

Per Diem
- 4 days @ 35
- 140

Travel for Consultant to deliver TA at sites in driving distance from Dallas County HHS.

| Travel for Consultant to deliver TA at sites in driving distance from Dallas County HHS. | 6 trips @ | 2,490 |

Ground transportation
- 400 miles @ .375
- 150

Lodging
- 3 nights @ 80
- 160

Per Diem
- 4 days @ 35
- 105

Travel for Consultant to deliver TA at sites outside of driving distance from Dallas County HHS.

| Travel for Consultant to deliver TA at sites outside of driving distance from Dallas County HHS. | 6 trips @ | 3,210 |

Ground transportation
- 3 days @ 40
- 120

Lodging
- 2 nights @ 80
- 160

Per Diem
- 3 days @ 35
- 105

Air Fare round trip

IV EQUIPMENT

V SUPPLIES

General consumable office supplies for TAC personnel.

VI CONTRACTUAL

Carol Maytum - Unit Cost Consultant

Consultant to provide consulting support and improve reference materials used to assist TAC in delivery of TA.

1,500
BUDGET JUSTIFICATION
DALLAS COUNTY HEALTH AND HUMAN SERVICES
FY 2004-2005 RW TITLE II - Unit Cost Technical Assistance Center

VII OTHER

A. Telephone: local and long distance, and internet access time. All means necessary to communicate with TDH Administrative Agencies and Service Providers regarding cost-based reimbursement.

B. Copier rental and printing charges for projects related activities.

C. Postage for projects related materials.

D. Office equipment maintenance.

E. Renewal of membership in Healthcare Financial Management Association

F. Further development of a TAC website with links to process materials and tools for Administrative Agencies across Texas.

VIII TOTAL DIRECT COSTS

IX INDIRECT COSTS

HIV Grants Management's share on all allowable Dallas County cost using The Dallas County Certified Indirect Cost Rate ($65,986 x 30.71% = $20,264).

X TOTAL BUDGET

$ 101,008
MEMORANDUM

TO: COMMISSIONERS COURT

FROM: Zachary Thompson, Director

DATE: August 17, 2004

SUBJECT: TEXAS DEPARTMENT OF HEALTH CONTRACT #750009056 2005, ATTACHMENT #14, OPHP - LOCAL PUBLIC HEALTH SYSTEM

BACKGROUND

Texas Department of Health Contract #7560009056 2005, Attachment #14, OPHP - Local Public Health System, provides for monitoring, diagnosing, informing, developing policies, evaluating effectiveness, accessibility, and quality of personal and population-based health services. The term of this attachment is September 1, 2004 through August 31, 2005.

OPERATIONAL IMPACT

Attachment #14 partially funds five (5) full-time positions.

LEGAL IMPACT

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

FISCAL IMPACT

Attachment #14, OPHP - Local Public Health System provides $218,357 for salaries and fringes. A total of $323,360 is needed to fund the five (5) positions, including the County's Chief Epidemiologist. The $105,003 difference represents the discretionary County match for this budget. In addition, $1,473 is provided for travel, and $1,488 is provided for supplies.
RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the Texas Department of Health Contract #7560009056 2005, Attachment #14, OPHP - Local Public Health System, and authorizes the County Judge to sign the contract and all related documents on behalf of Dallas County.

Recommended:  

Zachary Thompson, Director

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

### SUMMARY OF TRANSACTION:

**ATT NO. 14 : OPHP - LOCAL PUBLIC HEALTH SYSTEM**

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

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

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

<table>
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<th>PERFORMING AGENCY:</th>
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<tbody>
<tr>
<td>DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT</td>
</tr>
<tr>
<td>By: __________________________</td>
</tr>
<tr>
<td>(Signature of person authorized to sign)</td>
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<tr>
<td>(Name and Title)</td>
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<tr>
<td>Date: __________________________</td>
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RECOMMENDED:

| By: __________________________ |
| (PERFORMING AGENCY Director, if different from person authorized to sign contract) |

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</tr>
<tr>
<td>(Signature of person authorized to sign)</td>
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<tr>
<td>Bob Burnette, Director</td>
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<tr>
<td>Procurement and Contracting Services Division</td>
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*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.
PERFORMING AGENCY: DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

RECEIVING AGENCY PROGRAM: OFFICE OF PUBLIC HEALTH PRACTICE

TERM: September 01, 2004 THRU: August 31, 2005

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall improve or strengthen local public health infrastructure within the State of Texas by:

- Developing objective(s) to address a public health issue;
- Utilizing resources provided through this contract attachment to conduct activities and services that provide or support the delivery of essential public health services;
- Assessing, monitoring, and evaluating the essential public health activities and services provided through this contract attachment; and
- Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with PERFORMING AGENCY’S FY 05 Local Public Health System (LPHS) Service Delivery Plan, dated May 27, 2004 and the FY 05 Texas Application for Preventive Health and Health Services Block Grant Funds, dated June 15, 2004.

The assessment and/or evaluation activities must include a standard that is identified in PERFORMING AGENCY’S FY 05 LPHS Service Delivery Plan. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this contract Attachment must be pre-approved by RECEIVING AGENCY.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards including, but not limited to, the following:

- Chapter 23-11 of the Healthy People 2010;
- Section 121.002, Texas Health & Safety Code, definition of ten essential public health services; and
- Government Code, Section 403.1055, “Permanent Fund for Children and Public Health”.

ATTACHMENT – Page 1
• Texas Administrative Code, Title 25, Chapter 83, Subchapter A “Permanent Fund for Children and Public Health”.

PERFORMING AGENCY shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this contract Attachment.

The following documents are incorporated by reference and made a part of this contract Attachment:

• PERFORMING AGENCY’S FY 05 LPHS Service Delivery Plan; and
• FY 05 Texas Application for Preventive Health and Health Services Block Grant Funds.

PERFORMING AGENCY may not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

RECEIVING AGENCY shall inform PERFORMING AGENCY in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. PERFORMING AGENCY shall comply with the amended law, rule regulation, standard or guideline except that PERFORMING AGENCY shall inform RECEIVING AGENCY Program in writing if it shall not continue performance under this Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the Attachment immediately or within a reasonable period of time as determined by RECEIVING AGENCY.

PERFORMANCE MEASURES

PERFORMING AGENCY shall complete the PERFORMANCE MEASURES as stated in the FY 05 LPHS Service Delivery Plan, and as agreed upon by RECEIVING AGENCY, and hereby attached as Exhibit A.

PERFORMING AGENCY shall provide activities and services as submitted by PERFORMING AGENCY and approved by RECEIVING AGENCY in the FY 05 LPHS Service Delivery Plan in the following county(ies)/area: Dallas.

SECTION II. SPECIAL PROVISIONS:

General Provisions, Reports Article, is revised to include the following paragraphs:

PERFORMING AGENCY shall submit quarterly progress reports which describe progress toward completing the activities and services contained in PERFORMING AGENCY’S FY 05 LPHS Service Delivery Plan and any written revisions. PERFORMING AGENCY shall submit the first, second and third quarter’s progress reports to RECEIVING AGENCY no later than thirty (30) days after the end of each quarter, and the final report and improvement plan to RECEIVING AGENCY sixty (60) days after the end of this contract Attachment term in a format specified by RECEIVING AGENCY.
PERFORMING AGENCY shall submit an Annual Budget and Expenditures Report in a format specified by and to RECEIVING AGENCY by December 15, 2005.
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<td>i. INDIRECT CHARGES</td>
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**CONTRACT TERM**
- Begin Date: 9/1/2004
- End Date: 8/31/2005

**DETAIL ON INDIRECT COST:**

**TYPE OF RATE**
- PROVISIONAL
- PREDETERMINED
- FINAL
- FIXED

**RATE**
- 0.00000

**BASE**
- 0.00

**TOTAL INDIRECT CHARGES**
- 0.00

---

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

PERFORMANCE MEASURES:

PERFORMING AGENCY: Dallas County Health and Human Services

Objective #1: PERFORMING AGENCY shall ensure early detection and control of outbreaks.

Performance Measure: Number of outbreaks detected.

Performance Measure: % of outbreaks that were investigated.

Performance Measure: % of outbreaks that were controlled.

Performance Measure: % of restaurants in compliance with federal, state, and local laws and regulations that pertain to food handlers.

Objective #2: PERFORMING AGENCY shall ensure safety of patrons in restaurants and other food establishments from food-borne disease outbreaks.

Performance Measure: Number of topics targeted for health education and training.

Performance Measure: Number of people who received targeted education and training messages.
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Signature ___________________________ Date ___________________________

Print Name of Authorized Individual

7560009056  2005-14
Application or Contract Number

DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Organization Name and Address

2377 STENMONS Fwy STE 600

DALLAS, TX 75207-2710
August 17, 2004

MEMORANDUM

TO: Commissioners Court

THROUGH: Jim Barrett, Assistant Director
Facilities Management

FROM: Ed Bailey
Facilities / Space Planner

SUBJECT: George L. Allen Sr Underground Parking Garage
Central Parking System of Texas, Inc.
2005 Annual Operating Budget

BACKGROUND
Dallas County entered into a five year Management Services Contract with Central Parking System of Texas Inc. (CPS) by Court Order No. 2000-1632 dated August 14, 2000. This is a five (5) year contract which began on September 1, 2000 and ends on August 31, 2005. The contract provides for the reimbursement of approved expenses based on the Annual Operating Budget approved by Commissioners Court. As required by the contract, the attached 2005 Annual Operating Budget is submitted for approval. CPS is entering the fifth and final year of the contract and has thus far performed the management function in a satisfactory manner.

CPS has presented a proposed 2005 budget in the amount of $128,609 (attachment “A”) which represents an increase of $5,923 or 4.8% as compared to the 2004 budget of $122,686.

The purpose of this briefing is to present to Commissioners Court the proposed Annual Operating Budget submitted by CPS for approval.

IMPACT ON OPERATIONS/FINANCIAL
For calendar year 2004, gross revenues are estimated at $710,255 compared to calendar year 2003 gross revenues of $669,131, an increase of $41,122 or 6%. The majority of this increase is attributed to the parking rate increase approved by Commissioners Court in July 2003.
As indicated, CPS proposed budget for year 2005 in the amount of $128,609 is a $5,923 increase or 4.8% compared to 2004 budget of $122,686. The increases have been reviewed and are considered reasonable.

RECOMMENDATION
It is recommended that the 2005 Annual Operating Budget submitted by Central Parking System of Texas Inc. in the amount of $128,609 (Attachment A) be approved by Commissioners Court beginning September 31, 2004 and ending August 31, 2005.

Approved by:

[Signature]
Dan Savage
Assistant Administrator for Operations
"Attachment A"

Central Parking System of Texas  
2005 Annual Operating Budget

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<td>Workmans Comp (7.70%)</td>
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DALLAS COUNTY
HUMAN RESOURCES/CIVIL SERVICE

Date: August 11, 2004
To: Members of the Commissioners Court
From: Mattye Mauldin Taylor, Ph.D., Director
Subject: DART Proposal for Dallas County Downtown Employees

Background
In our efforts to continue program monitoring and developing viable options to reduce expenditures under the "New Look," the Human Resources/Civil Service Department submits the attached proposal for Commissioners Court consideration. Adoption of this proposal will continue to provide significant reductions in cost to employees and further reduce County expenditures for this program. The DART Proposal and its advantages are detailed in the attached information and two options are provided for the Court's consideration.

- **Option 1** proposes to continue the program as is for employees in the current seven (7) buildings (Records, Administration, G Allen, L Sterrett, F Crowley, Forensics, and HHS), which will provide eligible employees the opportunity to purchase DART Annual Transportation Passes at the reduced cost of $130 annually, or $5.00 per paycheck. The estimated net cost for the program under this option would be $187,945.

- **Option 2** proposes to continue the program as is for employees in the five buildings which had the highest participation (Records, Administration, G Allen, F Crowley and Forensics), which will provide eligible employees the opportunity to purchase DART Annual Transportation Passes at the reduced cost of $130 annually, or $5.00 per paycheck. Participation in Lew Sterrett was at 4% of purchased passes and at HHS was at 8%, recovering $9490 of the 40,830 expended, compared to 55%, 37%, 30%, 13% and 24% participation in the buildings listed above. The estimated net cost for the program under this option would be $149,410.

Impact on Operations
Adoption of Option 2 will not only continue to reduce costs but also provide a benefit to employees traveling downtown to work in the large buildings. These efforts further promote clean air and the reduction of traffic congestion on our roads and highways. Additionally, this annual purchase continues to streamline the process utilized previously in selling and purchasing employee DART passes.

Financial Impact
The proposal listed as Option 2 will allow Dallas County to save approximately $65,000 of the budgeted amount for FY2005 and participating employees to save $710.
Legal Impact
The Agreement with the Dallas Area Rapid Transit Authority was reviewed by the Civil Section of the District Attorney's Office.

Recommendation
The Human Resources/Civil Service Department recommends Commissioners Court approve Option 2 of the attached DART Transportation Proposal prior to the adoption of other employee workforce investment options for FY 2005 and authorize the County Judge to sign the DART Agreement on behalf of Dallas County.

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

Attachments
## AGREEMENT

**Gold & Platinum**

**Date of Application:**

**Account #: 360535**

**Applicant:** Dallas County

**Contact Name:** Kathleen Shields

**Title:** Assistant Director, Human Resources

**Telephone:** 214-655-5000

**Billing Address:** 509 Main St., Rm 101 Records Bldg., Dallas Texas 75202

**E-Mail Address:** keevels@dallascounty.org

**Fax Number:** 214-655-7616

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**Annual Pass:** 3197

**Sub-Total:** $268,175.00

**$1,000 Contract Minimum Adjustment +**

**Total:** $268,175.00

---

**DATE OF APPLICATION:** The Term of this Agreement shall be from **Oct. 1, 2004** through **September 30, 2005**

The Applicant agrees to pay the total due under this Agreement prior to approval and execution of this Agreement by DART. Acceptance of payment does not constitute DART's approval of the Agreement. By signing this agreement, the Applicant's Agent represents that he/she is properly authorized to execute this Agreement on behalf of the Applicant, has read this Agreement including the terms and conditions on the reverse, and intends and agrees to be bound by this Agreement.

**MAIL TO:** Consumer Programs - 1401 Pacific Ave, Dallas, TX 75266-7246

---

**Applicant Approval:**

**DART Approval:**

---

**Signature**

**Date**

**Signature**

**Date**

**Printed Name**

**Printed Name**

---

**Title**

**Title**

White ✔ DART ✔ Yellow ✔ Employer (ETC) ✔ Pink ✔ Revenue
This Agreement, made between the Applicant named herein (hereafter "Applicant") and Dallas Area Rapid Transit, (hereafter "DART"), set out the terms and conditions under which the Applicant agrees to purchase Annual Passes from DART.

ANNUAL PASS DEFINITION AND USE. A photo I.D. issued by DART or the Applicant with a valid DART-issued decal attached. When displayed, the pass will allow an Eligible Employee to ride free on all DART's fixed route transportation system DART’s fixed route transportation system includes regularly scheduled bus services, the light rail system and the commuter rail system. The annual pass is not valid on any special services operated by DART or its contractors, including the DART Flyer service, Charter services, or Para transit services.

S$40 CONTRACT MINIMUM ADJUSTMENT. If the total of all fees is less than $840, the minimum fee will be $840. This does not include the $3 photo fee for each annual pass.

PURCHASE. The Applicant agrees to purchase passes for all Eligible Employees. The Applicant may reassign passes to Eligible Employees for profit. Annual passes shall expire on December 31 of the calendar year in which they are issued.

ELIGIBLE EMPLOYEES. "Eligible Employees" are all employees, owners, partners, including executives, management, and staff, at an Employment Location. Exceptions may be allowed at DART's discretion and on approval of Vice President of Marketing and Communications. The Applicant may, at its sole option, include all part-time and temporary employees of Eligible Employees. Individuals not covered by the terms of the Agreement are not Eligible Employees. Participation in DART Vanspool will be exempt from participation.

EMPLOYMENT LOCATION. "Employment Location" is a single address, place of business, or location at which Eligible Employees work or conduct business on behalf of the Applicant. Any Applicator may have more than one Employment Location. The Employment Location for a telecommuting employee is the address, place of business or location with which such employee has primary contact or to which such employee reports. A residence qualifies as an Employment Location only if it is the primary place of employment for the Applicant’s Eligible Employees.

PHOTO I.D. Photos for DART-issued photo I.D.’s may be taken at each Employment Location at a time agreed to by DART and the Applicant. Any future I.D.’s will be taken at DART’s Akron Station Retail Store by appointment. The DART-issued decals will be affixed to DART-issued photo I.D. by a DART representative.

RENEWAL DECALS. DART renewal decals will be affixed to photo I.D. cards only by an authorized agent of the Applicant and not by the Eligible Employee or any other person. The employee names will be sent to DART on a 3.5 computer disk as a DBF file, formatted with three columns, (first name, last name, decal number) or call (214) 749-2514 for other alternatives.

REQUIRED DOCUMENTATION. The Applicant must maintain an inventory of annual passes held by Eligible Employees. The Applicant is required to submit such official documentation to DART as DART in it's sole discretion may require in order to verify the number of Eligible Employees at each Employment Location. DART reserves the right to audit the number of Eligible Employees by Employment Location.

ADDITIONAL ELIGIBLE EMPLOYEES. The Applicant agrees to pay a pro-rated annual pass value for each additional Eligible Employee.

TERMINATED ELIGIBLE EMPLOYEES. The Applicant shall provide DART with a list, postmarked before the 15th, of Eligible Employees who were terminated along with each terminated Eligible Employee's canceled DART-issued photo I.D. or that portion of an Applicant – issued I.D. with the DART – issued Annual pass decal affixed. Upon receipt of the returned Annual pass, DART will provide a replacement Annual pass for a new Eligible Employee identified under “ADDITIONAL ELIGIBLE EMPLOYEES” for the remainder of the term of this Agreement at no charge to the Applicant, except for photo fees under “DART – ISSUED PHOTO I.D.” Credits will only be given if a permanent reduction in work force has occurred, based on an officially and legally verifiable documentation. No cash refunds will be made unless this Agreement is not renewed.

REISSUE OF LOST OR STOLEN ANNUAL PASS. An Eligible Employee's lost or stolen Annual pass will be reissued by DART only when requested and authorized by the Applicant. The required reissue fee must accompany such request. The fee for reissuing a lost Annual pass the first time is $25. The fee for reissuing a stolen Annual pass the first time is $5 if the request for reissue is accompanied by a verifiable police report, but is $25 if the request is not accompanied by a verifiable police report. The fee for reissuing a lost or stolen Annual pass the second time is $50. An Annual pass will not be reissued more than two times. Reissue fees are not refundable under any circumstances. Any found DART I.D. should be returned to DART Market Development & Sales, P.O. Box 50279, Dallas, TX 75250.

EMERGENCY RIDE HOME. The Applicant’s Eligible Employees are entitled to use the Emergency Ride Home (ERH) program administered by the Central Dallas Association Transportation Management Association. Each employee is eligible for 2 trips per quarter of 50 miles one way from work-site. The Applicant may opt out of the ERH program only at the time this Agreement is executed. The ERH program is not available to Eligible Employees if the Applicant has chosen to opt out of the ERH program in this Agreement.

CHANGE OF EMPLOYMENT LOCATION. The Applicant must notify DART in writing within 30 days if the Applicant changes one or more participating Employment Location at any time during the term of this Agreement. The Applicant agrees to pay to DART the pro-rated increase of all Annual passes if the new Employment Location is in a higher service level area. The Applicant will receive a prorated credit if the new Employment Location is in a lower service level area.

UNAUTHORIZED USE OF ANNUAL PASS. DART retains the right to confiscate the Annual pass or pursue claims, demands, or lawsuits against, or seek prosecution of, any person who duplicates, alters, or commits unauthorized use of an Annual pass. DART does not need to pursue any such claim if claims, demands, or lawsuits against the Applicant unless such unauthorized duplication, alteration or use results from the intentional acts, gross negligence or willful misconduct of the Applicant.

TERMINATION BY DART. DART may terminate this Agreement or cancel any or all Annual passes if it has reason to believe that information provided by the Applicant has been falsified or Annual passes have been furnished to persons other than Eligible Employees. Termination is effective when DART's written notice of termination is delivered to the Applicant. The Applicant's sole remedy for such termination shall be a refund for all uncancelled Annual passes that are returned to DART, pro-rated for the number of months of remaining availability use at the time the Annual passes are returned.

TERMINATION BY APPLICANT. The Applicant may terminate this Agreement by giving DART written notice of the intent to terminate at least 60 days prior to the termination date. All Annual passes must be returned to DART immediately upon termination. The Applicant shall remain liable for any sums due under this Agreement. The Applicant agrees to pay DART for any Annual passes that are not returned or on or prior to the termination date. The amount of such payment will be determined by multiplying the number of Annual passes not returned by $70, and multiplying the result by the number of months of remaining available use on the termination date. The Applicant shall be entitled to a credit or a refund for all Annual passes purchased under this Agreement, whether returned or not, pro-rated for the number of months of remaining available use on the termination date. Any amounts due to DART under this Paragraph will be subject to interest charges at the rate of 1% per month. If the Applicant discontinues business operations during the term of this Agreement, DART shall consider the Applicant to have terminated this Agreement and retains the right to pursue the remedies set out in this Agreement and all other legal remedies.

INDEMNIFICATION. To the extent allowed by law, each party agrees to be responsible for any claims, demands or lawsuits arising out of its own negligence. Nothing contained in this Agreement shall be construed as an express or implied waiver by any party of any legal defenses including but not limited to the defense of governmental immunity. Nothing in this Agreement shall be construed to give rights to any person or entity that is not a party to this Agreement. The Applicant shall be liable for reasonable attorney fees, court costs, and other reasonable expenses incurred if DART pursues legal action to enforce its rights under this Agreement.

MISCELLANEOUS. This document contains all of the terms and conditions of the agreement between DART and the Applicant. Any changes or additions to the Agreement must be in writing and signed by all the parties to the original Agreement. The captions or headings on any paragraphs in this Agreement are for reference only and do not affect any of the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to limit the right of DART to establish transit routes or perform any other lawful functions.

For DART Initial ____________________

For Applicant Initial ____________________

Q:\briefings\2004\DART Annual Passes_Agreement 081704.doc
DART Passes - 2005 Proposal
Option 1 - Continues 2004 program, purchasing passes for currently funded buildings

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<td>Total cost/passes for 2005</td>
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<td>Recovery of Annual Pass from EES</td>
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<td>Recovery of Annual Passes from CSCD</td>
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<td>County net estimated cost (total costs minus recovery) for 2005</td>
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<td>Savings from 2004 budgeted amount</td>
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### Option 1 - Included Buildings at $5.00 per paycheck recovery

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<th>EES</th>
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Total EES for whom we would purchase annual passes: 3197

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<th>Total cost</th>
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Q:\Bus passes\Proposal for 2005\2005 proposal_same
8/11/2004 date printed
DART Passes - 2005 Proposal

Option 2 - Continues 2004 program with the elimination of Lew Sterrett and HHS due to low participation

- OBE budget 2004: 230,000
- Total cost/passes for 2005: 220,540
- Recovery of Annual Pass from EES: 64,480
- Recovery of Annual Passes from CScD: 6,650

County net estimated cost (total costs minus recovery) for 2005: 149,410

Savings from 2004 budgeted amount: 80,590

Included Buildings at

$5.00 per paycheck recovery

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<th>= Annual</th>
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<tr>
<td>Records</td>
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Total EES for whom we would purchase annual passes: 1836

Total cost: 220,540

Estimated number to be sold: 496

Totals: 64,480
DALLAS COUNTY
HUMAN RESOURCES/CIVIL SERVICE

Date: August 11, 2004
To: Members of Commissioners Court
From: Mattye Mauldin-Taylor, Ph.D., Director
Subject: Six Flags Over Texas Offer for Dallas County Employees

Background
Six Flags over Texas is offering their Fall Special to employers throughout the metropolitan area. Their offer is for employers to sell tickets to their employees for $15.00. One ticket will allow one visit to the Park for the weekend of September 4-6, September 11-12, 19th, or October 1-3, 2004. The Human Resources/Civil Service Department will promote the sale and be responsible for ticket sales during the week of August 30, 2004.

Impact on Operations
As part of our ongoing efforts to provide activities for our employees and their families, this opportunity will allow our workforce to visit the park for a cost of $15.00.

Financial Impact
No funding would be required. All ticket purchases will be collected in cash and HR will coordinate with the County Auditor’s and County Treasurer’s Office, as appropriate.

Recommendation (or Recommendations)
The Human Resources/Civil Service Department recommends Commissioners Court approve the request to allow the Human Resources/Civil Service Department to coordinate with Six Flags Over Texas to offer employees tickets for the weekend of September 4-6, September 11-12, 19th, or October 1-3, 2004, and authorize the County Judge to sign the agreement for ticket sales and return of unsold tickets.

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

501 Main Street
Records Building
Dallas, Texas
Equal Opportunity Employer
214.653.7638
August 17, 2004

TO: The Honorable Commissioners Court

FROM: Scott McDowell, Senior Buyer

SUBJECT: Contract Extension, RFP No. 2003-115-1360, Request for Proposal to Provide Electronic Monitoring Services

BACKGROUND/ISSUE

CSCD and the Juvenile Department have requested a contract extension of RFP No. 2003-115-1360, Request for Proposal to Provide Electronic Monitoring Services. The contract provides for various electronic monitoring devices and services. In accordance with contract terms and with mutual agreement by all parties, the contract may be extended for an additional twelve month period based on the original prices, terms and conditions set forth in the RFP award. As a result of the firm’s compliance with contract requirements, good customer service and favorable pricing, CSCD and the Juvenile Department requests that the contract be extended for an additional twelve month period. Sentinel Offender Services, LLC has agreed to extend the contract for an additional twelve month period.

INSURANCE AND MWBE REQUIREMENTS

Sentinel Offender Services, LLC is currently compliant with insurance requirements and a Vendor Statistical Report is attached for the Court’s review.

FINANCIAL IMPACT

As of August 9, 2004, CSCD and the Juvenile Department has spent $317,340 on this contract. Funding for this contract is provided by the State of Texas.

RECOMMENDATION

The Purchasing Department, in conjunction with CSCD and the Juvenile Department, recommends the extension of RFP No. 2003-115-1153, Request for Proposal to Provide Electronic Monitoring Services, with Sentinel Offender Services, LLC for an additional twelve month period beginning September 1, 2004 through August 31, 2005.

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

RECOMMENDED FOR APPROVAL

[Signature]
Phillip J. Vasquez, Purchasing Director

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

Office (214) 653-7431
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August 17, 2004

TO: The Honorable Commissioners Court
FROM: Scott McDowell, Senior Buyer
SUBJECT: Surplus Property for On-Line Auction

BACKGROUND/ISSUE

On May 4, 2004, the Commissioners Court was briefed regarding Dallas County’s first on-line auction efforts. Dallas County conducted two on-line auctions: one for working automobiles (June) and one for surplus furniture and equipment (July).

Automobiles

Twenty-five (25) automobiles were sold for a total of $29,206, (less 10% commission), netting a total of $26,285.40. Compared to last years automobile live auction, Dallas County netted slightly more per car for the on-line auction.

Furniture and Equipment

Desks, tables, chairs, laboratory equipment, office equipment and miscellaneous other items sold for $1,446, (less 10% commission), netting a total of $1,301.40. Compared to last years furniture and equipment live auction, Dallas County netted about the same for the on-line auction.

RECOMMENDATION

The Purchasing Department is requesting approval to conduct several more on-line auctions for print shop equipment (see attached), histology equipment (see attached), working automobiles, wrecked non-working automobiles and other miscellaneous furniture, office and laboratory equipment which has been declared surplus. The Purchasing Department will provide results of the on-line auctions to the Commissioners Court through informational briefings. After compiling a history of on-line auctions, the Purchasing Department will compare on-line versus live auctions to analyze which method is the most cost effective for Dallas County.

Should the Court concur with the recommendation. The Purchasing Department will proceed based on this briefing.

RECOMMENDED FOR APPROVAL

Phillip J. Vasquez, Purchasing Director

509 Main Street, Suite 623
6th Floor Records Building
Dallas, Texas 75202-4616
Office (214) 653-7431
Surplus Print Shop Equipment

Stitching machine
Paper drill
Paper folder
Collator
Itel camera
Halide plate
Laminator Shrink wrap tunnel
Shrink wrap machine
Web vibrator
Paper folder
Shrink wrap machine
T-51 head
Feed envelope
Web press
Paper cutter
Inker
Lectrojog
Various printing presses
Histology Equipment

2 ea. Tissue processors
Tissue embedding unit
Paraffin dispenser
Varistain unit
Dryer
Waterbath
August 10, 2004

TO: The Honorable Commissioners Court

FROM: Willa Roberts, Purchasing Supervisor

SUBJECT: Contract Extension and Modification: Bid Number 2003-133-1384 “Annual Contract for Residential Mechanical Services”

BACKGROUND/ISSUE:

On September 2, 2003, the Commissioners Court awarded Bid #2003-133-1384 “Annual Contract for Residential Mechanical Services” to Stratford’s Air Conditioning and Heating as Primary Contractor and Andrews Air Conditioning, Heating and refrigeration as secondary Contractor. This is a Firm Fixed Price contract for one year which began October 1, 2003 through September 30, 2004, with four additional one year options to extend.

The companies as mentioned above have performed satisfactorily for the first year of this contract and have agreed to extend the contract for the first twelve month period, effective October 1, 2004 through September 30, 2005, to include a forecasted increase of 3-5 percent in price and the attached modifications, all other terms and conditions remain unchanged and in full effect as set forth in the original bid.

This contract provides on-site residential plumbing and electrical services, and energy assessment, analysis, evaluation, retrofit, repair and/or replacement on various types of residential heating and cooling units, in the homes of clients eligible to participate in Dallas County Health and Human Services Department Comprehensive Energy Assistance Program (CEAP).

The State of Texas is requesting the following modifications to be incorporated and made a part of Bid No. 2003-133-1384 “Annual Contract for Residential Mechanical Services”.

1.0 REQUIRED CONTRACT PROVISIONS:

Contractors/grantees are required to include the following contract provisions or conditions in procurement contracts and subcontractors:

1.1 Contractor shall comply with the Copeland “anti-kickback” Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). Any suspected or reported violations of this act shall immediately be reported to Texas Department of Community Affairs.

1.2 Contractor shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 USC 327 330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

1.3 No funds provided under this contract shall be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or local elected officials.

1.4 Contractor shall establish, maintain, and utilize internal program management procedures sufficient to provide for proper, effective management of all activities funded under this contract.
1.5 Any alterations, additions, or deletions to the terms of this contract which are required by changes in federal law or regulation are automatically incorporated into this contract without written amendment hereto, and shall become effective on the date designated by such law or regulation.

It is understood and agreed by the parties hereto that performance under this contract shall be rendered in accordance with federal law and regulations, and the assurance and certifications made by Department to Federal Funding Agencies with regard to the operation of this program. Based on these consideration, and in order to ensure that legal and effective performance of this contract by both parties, it is agreed by the parties hereto that the performance under this contract may be amended in the following manner: Agency, from time to time during the period of performance of this contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Chief Executive Officer or his designee in the form of Issuance's, shall have the effect of qualifying the terms of this contract and shall be binding upon Contractor as if written herein. Except as specifically authorized by Agency in writing or otherwise authorized by the terms of this contract, any alterations, additions, or deletions to the terms of this contract shall be amendment hereto in writing and executed by both parties to this contract.

1.6 Contractor assures and guarantees that it possesses the legal authority pursuant to an official motion, resolution or action passed or taken, giving Contractor legal authority to enter into this contract, receive the funds authorized by this contract, and perform services Contractor has obligated itself to perform under this contract.

The person signing this contract on behalf of Contractor hereby warrant that he/she has been duly authorized by Contractor to execute this contract on behalf of Contractor and to legally bind the Contractor to all the terms, performance and provisions herein set forth.

1.7 Contractor assures that TDCA, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records which are directly pertinent to the contract.

1.8 Contractor shall retain pertinent records for four years after final payment and all other pending matters are closed.


Contractor assures no person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the contract.

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

1.10 Contractor shall prevent fraud and abuse:
Contractor shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse in WAP and to provide for the proper and effective management of all program and fiscal activities funded by this contract. Contractor's internal control systems and all transactions and other significant events shall be clearly documented and the documentation made readily available for review by Department.

a) Any known or suspected incident of fraud or program abuse involving subcontractor or the subcontractor's staff shall be reported to the appropriate state or federal investigative body or official.

1.11 Contractor shall comply with the Clean Air Act and the Clean Water Act (CFR40 part 15)*.

FINANCIAL IMPACT:

Estimated disbursements for FY 2004 on this contract is approximately $1,003,517.00 for on-site residential plumbing and electrical services, and energy assessment, analysis, evaluation, retrofit, repair and/or replacement on various types of residential heating and cooling units, in the homes of clients eligible to participate in Dallas County Health and Human Services Department Comprehensive Energy Assistance Program (CEAP).

RECOMMENDATION:

The Purchasing Department in conjunction with Health and Human Services recommends that Bid No. 2003-133-1384 "Annual Contract for Residential Mechanical Services", as awarded to Stratford's Air Conditioning, Heating and Refrigeration and Andrews Air Conditioning, be extended to include the above mentioned modifications with an forecasted increase in price of 3 -5%, effective October 1, 2004 through September 30, 2005.

Should the Court concur with the recommendation, a court order will be issued immediately thereafter.

RECOMMENDED FOR APPROVAL:

Phillip J. Vasquez, Purchasing Director
MEMORANDUM

TO: COMMISSIONERS COURT
FROM: Virginia Porter  
County Auditor
DATE: August 4, 2004
RE: First Administrative Judicial Region - County Contribution

Background
Each year Dallas County contributes a portion of the expenses associated with the operations of the First Administrative Judicial Region, a body that assists with visiting judge assignments and general court administration for the county and district courts of 34 counties.

Legal Impact
AG Opinion JC-0524 – Under section 74.043(c) of the Government Code, a county commissioners court must pay its county’s share of an administrative judicial region’s “salaries, compensation, and expenses” and has no authority to reduce the county’s share or to alter the administrative judicial region’s budget.

Texas Government Code 74.051 - “The presiding judge shall place each county’s payment of salary and other expenses in an administrative fund, from which the salary and other expenses shall be paid.”

Texas Government Code 74.051 (e) - “Each county compromising the administrative region shall pay annually to the presiding judge...the amount of the salary apportioned to it as provided by this section and the other expenses authorized by this chapter that are not paid by state appropriations.”

Texas Government Code 74.043 - “...expenses shall be paid through the county budget process of each in the region in proportion to the population of the counties comprising the region...” Dallas County’s portion approximates 51.8%. (See exhibit 1)

Texas Government Code 311.005 (3) - “Population” means the population shown by the most recent federal decennial census.

Texas Government Code 74.048 - calls for a meeting among the “Council of Judges” (designated district and statutory county court judges). It is at this meeting that the budget is created and “authorized.”

407 Records Building  Dallas, Texas 75202  653-6472
FAX 214-653-6440
Fiscal Impact
Judge John Ovard, the presiding judge for the First Administrative Judicial Region has submitted Dallas County’s portion of the FY05 budget as $125,412.32 (FY04 portion was $119,580.89). The state contributes a sum to offset the “regional” conference costs for each judge in the region. The state pays approximately one half of one administrative assistant’s salary, the balance of payroll plus employee benefits is paid by the region. All remaining costs of the region are borne by regional counties.

Summary
The Auditors Office submits for filing the annual assessment of $125,412.32 due to the First Administrative Judicial Region in compliance with Texas Government Code 74.043 (c).

cc: Judge John Ovard
ORDER NO: ____________

DATE: ____________

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the _____ day of ____________, 2004 on motion made by ____________________________,

and seconded by ____________________________, the following Court Order was adopted:

WHEREAS, the Commissioners Court was briefed on ________, 2004 about the annual payment due to the First Administrative Judicial Region; and

WHEREAS, the County’s portion of the Region’s budget is based on the latest decennial census; and

WHEREAS, the 2000 census apportions approximately 51.8% of the budget to Dallas County or $125,412.32

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court receipts for filing the FY05 assessment due to the First Administrative Judicial Region in the amount of $125,412.32 for annual assessment.

DONE IN OPEN COURT this the _____ day of ____________, 2004.

________________________
Margaret Keliher, County Judge

________________________
Commissioner Jim Jackson, District #1

________________________
Commissioner John Wiley Price, District #3

________________________
Commissioner Mike Cantrell, District #2

________________________
Commissioner Kenneth A. Mayfield, District #4

Recommended for Approval by: __________________________
Virginia Porter
County Auditor
07/28/2004

Honorable Virginia Porter  
Dallas County Auditor  
Records Building  
Dallas, Texas 75202

Dear Virginia,

Please take notice of the enclosed FY 2004/2005 First Administrative Region assessment for Dallas County. The FY 2004/2005 budget for the First Administrative Judicial Region adopted by the Council of Judges at the Spring Conference is slightly higher than FY 2003/2004. As the percentages are based upon the 2000 census figures, there will be no change in them.

If you will ensure that this assessment is presented to the Commissioners Court, I will appreciate it. Thank you for your support and please let me know if my office can assist you in any way.

Sincerely,

John Ovard  
Presiding Judge  
First Administrative Judicial Region

Encl. 1
First Administrative Judicial Region

JOHN OVAR
Presiding Judge
133 N. Industrial Blvd., LB 50
Dallas, Texas 75207

Telephone
(214) 653-2943
Fax (214) 653-2957
www.firstadmin.com

To the County Judge and Commissioner Court of Dallas County, Texas

CERTIFICATE OF APPROVAL

As provided by the Court Administration Act, Chapter 74 of the Texas Government Code, this assessment is based upon the 2000 census.

Your 2004/2005 assessment is due, as follows:

2004/2005 Assessment ........... $125,412.32

John Ovard
Presiding Judge
First Administrative Judicial Region
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August 17, 2004

MEMORANDUM:

TO: Commissioners Court

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

SUBJECT: CMAQ Program Project 18 092/00092  
Relocation of TXU (ONCOR) Transmission Tower  
Standard Utility Agreement, Actual Cost-Local Government

BACKGROUND OF ISSUE:

Pursuant to Minute Order 102542 of the Texas Transportation Commission, the Texas Department of Transportation (TxDOT) was authorized to enter into agreements with local agencies to implement the Congestion Mitigation Air Quality (CMAQ) Program. Subsequently, the Dallas County Commissioners Court authorized Dallas County to participate in the CMAQ projects and enter into an agreement with TxDOT to administer the CMAQ Program.

On CMAQ Project 18, Grand Avenue at Malcolm X Boulevard, the TxDOT and Dallas County executed a State/County Agreement to reimburse funds in the amount of $60,550.00. During the ROW acquisition phase it was determined that a TXU Transmission Tower would require relocation to clear the proposed improvements. An amendment of the original State/County funding agreement was required and approved via Court Order No. 2002-317 to increase the Total Project Reimbursement Cost from $60,550 to $220,550.00 to cover the additional cost resulting from the relocation of the TXU Transmission Tower. The relocation work has been completed by TXU (ONCOR) at an actual cost of $159,041.89. Dallas County has remitted payment to TXU out of City of Dallas Escrow Funding. This utility adjustment cost is eligible for 80% Federal Funding under the CMAQ Program.

IMPACT ON OPERATIONS AND MAINTENANCE:

N/A

FINANCIAL IMPACT:

Project CMAQ 18, Grand Avenue at Malcolm X Boulevard, is a City of Dallas requested project. As such the City of Dallas is responsible for the 100% payment of TXU Transmission Tower relocation. TXU (ONCOR) has completed the Transmission Tower relocation at the actual amount of $159,041.89. After the eighty percent Federal Reimbursement in the amount of $127,233.51 the City of Dallas will be responsible for only the local twenty percent funding share in the amount of $31,808.38 ($159,041.89 x 20%). The federal reimbursement amount will be credited to the City of Dallas Escrow Account for use in City Funded CMAQ Projects.
Commissioners Court
August 17, 2004
Page 2

LEGAL INFORMATION:
TxDOT has notified Dallas County that prior to receiving the Federal 80% reimbursement amount of $127,233.51, Dallas County must first execute the attached Standard Utility Agreement. The Dallas County Assistant District Attorney’s Office has reviewed the Standard Utility Agreement.

PERFORMANCE MEASURES IMPACT:
Acquisition of the ROW under this CMAQ Project is included in the FY2004 workload for the Public Works Property Division.

PROJECT SCHEDULE:
Upon execution of this Standard Utility Agreement between ONCOR, Dallas County, and the State, TxDOT will submit said Agreement to Austin and process payment of the 80% reimbursement utility adjustment cost.

RECOMMENDATION
The Director of Public Works has reviewed the Standard Utility Agreement submitted by TxDOT to secure authorization of the Total reimbursement Cost ($127,233.51) eligible for Federal Participation associated with CMAQ Project 18, 092, ONCOR Transmission Tower adjustment cost and recommends that the County Judge be authorized to execute same.

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

APPROVED BY:

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

SC:cd
Selas 2002-01/Refer cmaq 18 oncor agree utility

Attachment
STANDARD UTILITY AGREEMENT
ACTUAL COST - LOCAL GOVERNMENT

U-Number: U19195
County: Dallas
Federal Project No.: CM 97(43)
ROW CSJ: 0918-45-463
Highway Project Letting Date: October 2004
Highway: Grand Ave @ Malcom X Blvd.
From: N/A
To: N/A

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("State"), and Dallas County, Texas, acting by and through its duly authorized official, ("Local Government"), and TXU Transmission, acting by and through its duly authorized representative, ("Owner"), shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State has determined that it is necessary to make certain highway improvements in the state highway system, which said changes are generally described as follows:

WHEREAS, these proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of Owner as indicated in the following statement of work: and such work is shown in more detail in Owner’s plans, specifications and costs (estimated at $ ), which are attached hereto and made a part hereof; and which are prepared in form and manner required by 23 CFR 645, Subpart A, and amendments thereto; and

WHEREAS, the State and the Local Government have previous to this date entered into an agreement, said agreement being attached as Exhibit “B” and incorporated for all purposes herein, to accept responsibility for the adjustment, removal, or relocation of certain utility facilities required by highway improvements on the hereinabove designated project.

WHEREAS, the Owner, has provided sufficient legal authority to the Local Government to establish an interest in properties affected by the abovementioned highway improvements. Said facilities are located upon such properties as indicated in the statement of work as described in Exhibit “A”.

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

The State will administer federal funds in payment of the costs incurred in the adjustment or relocation of Owner’s facilities to the extent authorized under Title 23, Code of Federal Regulations, Part 645, Subpart A. The State’s participation will not exceed Eighty percent (80%) of the total cost of authorized expenses after receipt of a final billing prepared in accordance with the abovementioned federal regulations. The Local Government’s participation shall consist of the remaining Twenty percent (20%) of the cost of the adjustment or relocation.

The Owner has determined that the method to be used in developing the adjustment or relocation costs shall be as specified for the method checked and described hereinafter:

☒ (1) Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
☐ (2) Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the Owner and approved by the Local Government and State.
Subject to the participation percentage as set out above, the **Local Government** will, upon satisfactory completion of the adjustment or relocation, and upon receipt of a final billing prepared in the form and manner prescribed by Federal regulations, make payment in the amount of ninety percent (90%) of the eligible costs as shown in the final billing. The **Local Government** will reimburse the remaining ten percent (10%) after its audit of the final billing. Unless a variance is discovered, the total payments will equal the amount found eligible for reimbursement by the final audit.

When requested, the **Local Government** will make intermediate payments at not less than monthly intervals to **Owner** when properly billed. Such payments will not exceed eighty percent (80%) of the eligible cost as shown in each such billing. Intermediate payments shall not be considered final payment for any listed items. Bills for work completed herein shall be submitted to the **Local Government** not later than ninety (90) days after completion of the work. The State will reimburse the **Local Government** in an amount equal to the payment by the **Local Government** to the **Owner** upon receipt of **Owner**'s billing statement, and certification by the **Local Government** that payment in the requested amount has been made to the **Owner**. Upon receipt of the final billing and conclusion of the audit, the **Local Government** agrees to pay **Owner** any eligible outstanding retainage, and promptly request final reimbursement from the State.

In the event there is a substantial change for the statement of work contained in Exhibit "A", reimbursement is limited to the amount approved pursuant to this agreement and its attached exhibits unless written approval is obtained from the **Local Government** and the State. All changes shall be documented on the **Owner**'s "as-built" plans supplied to the State. In no event can the **Local Government** bind the State for additional costs incurred due to the adjustment or relocation.

Upon execution of this agreement by all parties, the **Local Government** will, by written notice, authorize the **Owner** to proceed with the necessary adjustment or relocation, and the **Owner** agrees to prosecute such work diligently in accordance with the **Owner**’s plans. Such plans are attached as Exhibit "C". **Owner** agrees to proceed in such a manner that will not result in avoidable delay or interference with the State’s highway construction. Should **Owner** by its actions cause interference or delay resulting in the imposition of damages upon the State by a third party, **Owner** agrees to be responsible for said damages. Such authorization to proceed shall constitute notice on the part of the State that the relocation has been included in an approved program as an item of right of way acquisition, that a project agreement which includes the work has or will be executed, and that the utility relocation or adjustment will be required by the final approved project agreement and plans.

The **Owner** will retain records of such costs in accordance with the provisions of 23 CFR Part 645, Subpart A.

The **Owner**, by execution of this agreement, does not waive any rights to which **Owner** may legally have within the limits of the law.

This agreement is subject to cancellation by either the State or the **Local Government** at any time up to the date that work under this agreement has been authorized. Such cancellation will not create any liability on either the part of the State or the **Local Government**.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds.

**DRAFT**
It is also expressly understood that the Owner conducts the adjustment, removal, or relocation at its own risk, and that the Owner agrees to indemnify and hold the State harmless for damage to existing facilities caused by the Owner's conduct.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

THE LOCAL GOVERNMENT

By: ____________________________

Title: ____________________________

Date: ____________________________

OWNER

Owner: ____________________________

By: ____________________________

Title: ____________________________

Date: ____________________________

EXECUTION RECOMMENDED:

__________________________

District *

THE STATE OF TEXAS

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

By: ____________________________

__________________________ **

Date: ____________________________

---

* For locally-executed agreements, ROW Administrator recommends execution; otherwise District Engineer (or designee).

** For locally-executed agreements, District Engineer (or designee) approves and executes; otherwise ROW Division Director.
MEMORANDUM

TO: Commissioners Court

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

SUBJECT: Solicitation of Qualification (SOQ) for Indefinite Delivery Indefinite Quantity ROW Acquisition Services

BACKGROUND OF ISSUE

Commissioners Court Order No. 99-771 dated April 20, 1999 adopted the current Policy used by the Property Division of the Dallas County Public Works Department for the Procurement of Right of Way (ROW) Services via an Indefinite Delivery Indefinite Quantity ("IDIQ") Contract. Dallas County has awarded two IDIQ Contracts under this Policy. The current IDIQ outsource Contract will expire on September 27, 2004.

To help meet any unexpected increases in workload and avoid potential delays in clearing right of way it is necessary to maintain an IDIQ ROW Acquisition Services capability. The new Request for Qualifications (RFQ) will be for a one-year contract and include two one-year renewal options. The initial Contract will not specify any work. As a need for outsourcing services is identified, "work orders" will be awarded for the services as required. The IDIQ Contract will be negotiated with the highest qualified firm responding to the RFQ.

IMPACT ON OPERATIONS AND MAINTENANCE

The availability of an expedient process to provide additional ROW acquisition capabilities will enhance the delivery of the Major Capital Improvement Program ("MCIP") projects into the construction phase. The Property Division of the Public Works Department will provide the Project Management functions for the outsource contract.

FINANCIAL IMPACT/CONSIDERATIONS

The MCIP projects include funding for ROW acquisition activities. Funding for outsource services will be identified from the specific MCIP projects being outsourced.

LEGAL IMPACT

The Procurement of the ROW acquisition services or Professional Services under an IDIQ Contract was approved by the Commissioners Court on April 20, 1999 by Court Order 99-771.

The Civil Section of the Assistant District Attorney’s Office has reviewed the RFQ and Contract for legal conformity and their changes have been incorporated in the final documents.
PERFORMANCE MEASURES IMPACT

Award of the IDIQ Contract for ROW services will permit the Public Works Department to more efficiently complete its performance measure tasks under the new MCIP.

PROJECT SCHEDULE/IMPLEMENTATION

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<td>Advertise Notice</td>
<td>Aug. 20 &amp; Sept. 7, 2004</td>
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<td>Pre-Submittal Conference</td>
<td>September 8, 2004</td>
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<td>SOQ Receipt Date</td>
<td>September 20, 2004</td>
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<td>Meeting to Review Results of Committee Evaluations</td>
<td>October 11, 2004</td>
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<td>Brief SOQ and Recommend Award</td>
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<td>November 2, 2004</td>
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M/WBE INFORMATION

The Minority/Women Business Enterprise Policy is a part of the evaluation criteria for the RFQ.

RECOMMENDATION

The Director of Public Works recommends that the Commissioners Court authorize the Purchasing Department to advertise the attached RFQ for Indefinite Delivery Indefinite Quantity Right of Way Acquisition Services with an initial Contract term of one year with the option to extend the Contract two additional one-year terms.

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

Approved by:

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

cd:SC
RFQ Zip Disk/SOQ Acq Policy Brf

Attachments

xc: Bowen Weems, Assistant District Attorney, Civil Section
    Phillip Vasquez, Purchasing Agent
REQUEST FOR QUALIFICATIONS
INDEFINITE DELIVERY INDEFINITE QUANTITY
RIGHT OF WAY ACQUISITION SERVICES
DALLAS COUNTY PUBLIC WORKS DEPARTMENT

This Request for Qualification No. 2004-________, (hereinafter “RFQ”), is organized as follows:

I. Introduction

II. RFQ Content Requirements

III. General Conditions and Requirements

IV. Scope of Services

V. Attachments

I. INTRODUCTION

Dallas County, Texas (hereinafter “County”) is soliciting Statements of Qualifications (hereinafter “SOQ”) from qualified Firms for Right of Way Acquisition Services for a one year period with two one year options to extend the contract. The projects will include Dallas County Transportation Bond Program projects, Major Capital Improvement Program Projects (MCIP), Federally funded transportation projects, Road and Bridge District projects and other similar in-house inter-department projects administered by the Public Works Department where Right-of-Way (hereinafter “ROW”) is required as a part of the project. Although no amount of work is guaranteed, County estimates two Work Orders involving parcels of various magnitudes and scopes may be available annually.

Real Estate appraisal services are required by this Request, therefore the ranking of the qualified Firms will be selected in accordance with the Texas Professional Services Procurement Act. An Indefinite Delivery Indefinite Quantity ROW Acquisition Services Contract (hereinafter “Contract”) will be entered into with the most qualified Firm. Actual work to be performed will be submitted to the Firm by Work Order. Cost will be negotiated with the most qualified Firm to attempt to agree on a fair and reasonable cost for the work to be accomplished. In the event that agreement can be reached a Work Order will be executed by the Firm and the County after approval by the Dallas County Commissioners Court (hereinafter “Commissioners Court”) formal order. In the event that agreement cannot be reached between the most qualified Firm and the County, negotiations will be terminated and the County will commence negotiations with the next most qualified Firm. In the event that agreement regarding a fair and reasonable price can be agreed upon between the parties, a Contract for that work agreed upon will be entered into subsequent to formal approval of the Commissioners Court. In the event that agreement cannot be reached with the next most qualified Firm, negotiations will be terminated and the process will be continued with each qualified Firm based on demonstrated competence and qualifications until a Contract is entered into or no agreement can be reached with a qualified Firm. Payment to any party will be for the actual amount of work accomplished based on a lump sum amount or agreement of unit prices, units and total not to exceed amount.
In all instances the County reserves the unconditional right to add to, reduce from or cancel all or part of any Work Order in the event that the estimated cost, in whole or part, exceeds, by item or in total, the dollar amount of the budget, bond funds, or other fiscal funding amount used or intended to be used to pay for such service, including but not limited to, parcel cost, any relocation cost, and/or any administrative, contract, direct or indirect cost relating thereto.

For the purposes of this RFQ, the Contract or any Work Order, the terms "Firm" and "Contractor" may be used interchangeably to describe the party responding to this RFQ, entering into the Contract or any Work Order and shall be construed as one and the same party. The response submitted shall be identified as Statement of Qualifications ("SOQ").

A. Pre-Submittal Conference:

A pre-submittal conference will be held to assure all interested Firms have a common understanding of the services to be performed and to discuss topics related to the RFQ process on September 8, 2004 at 2:00 PM. Such meeting will be held at the Dallas County Administration Building, Third Floor Conference Room, 411 Elm Street, Dallas, Texas 75202.

B. Due Date:

Submit six (6) copies of your SOQ by:

2:00 P.M. LOCAL TIME on or BEFORE SEPTEMBER 20, 2004 to:

Dallas County Purchasing Department  
Dallas County Records Building  
509 Main Street, Room 623  
Dallas, Texas 75202-3301  
Telephone: 214/653-7431

NOTE TO FIRM: No SOQ shall be accepted after the time set above. Six (6) copies shall be submitted: One (1) unbound original (with original signature) suitable for photcopying, and Five (5) bound copies.

C. Selection:

Firm must demonstrate that it possesses the qualified personnel, equipment, computer programs, materials and other items required to comply with the requirements of this RFQ, the Contract attached hereto and all other exhibits in order to be considered for selection as qualified for the project.

The selection criteria for selection of ROW Acquisition Services for Dallas County, EXHIBIT ‘‘A’,’ Right of Way Contractor Rating Form, is summarized below. The Contractor is required to fully complete the information required below to receive the valuation points shown therein.
1. QUALIFICATIONS, EXPERIENCE AND CAPABILITIES (refer to page 4, item 4)

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<th>POINTS</th>
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<tr>
<td>a. Qualifications, Experience and demonstrated knowledge and qualifications for services including negotiators, appraisers and title company to be used on project</td>
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<td>b. Education and Training of Project Manager and Team</td>
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<td>c. Experience with urban roadway projects utilizing both local and State or Federal funding</td>
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<td>d. History of meeting deadlines including but limited to capabilities and Capacity to accomplish work</td>
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2. TIME FACTORS (refer to page 5, item 5)

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<th>POINTS</th>
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<tr>
<td>a. Personnel to be assigned to project</td>
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<td>b. Proposed approach/attention to critical issues and resources committed</td>
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<tr>
<td>c. Time frame and bar chart schedule for a typical project 25 parcels</td>
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3. MINORITY/WOMEN BUSINESS PARTICIPATION (refer to page 6, item 6)

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<th>POINTS</th>
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<tr>
<td>a. Certified MBE/WBE Firm</td>
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<td>b. MBE/WBE involvement as subcontractor or suppliers</td>
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<tr>
<td>c. Female and minority employees assigned to project</td>
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   TOTAL 100

D. Selection of the Contractor:

All SOQ's received by the specified deadline will be reviewed and evaluated consistent with the County's Policy and based on the average of the evaluation scores developed by the SOQ Evaluation Committee for each SOQ received in response to this RFQ No. 2004------. Before the final evaluation and ranking of Firms is complete, the County may choose to interview Firms found to be among the most qualified. The Firms will be ranked based on final evaluation with a recommendation to award an Indefinite Delivery Indefinite Quantity (hereafter "IDIQ") Contract to the Firm that received the highest evaluation.

E. Contact Person:

Questions pertaining to the SOQ process must be submitted to the Dallas County Purchasing Agent, in writing. The Purchasing Agent may be contacted as follows:

Dallas County Purchasing Department  
Dallas County Records Building  
509 Main Street, Room 623  
Dallas, Texas 75202-3301  
Telephone: (214) 653-7431  
Fax: (214) 653-7449
F. Stipulations:

It is recognized that this is not an offer, but is rather an RFQ by the County, who also reserves the right to refuse any and all SOQ's submitted in response to the RFQ.

In addition, material developed and/or submitted to the County becomes the property of the County.

II. RFQ CONTENT REQUIREMENTS

A. Instructions For Preparation of the SOQ:

The Firm shall prepare the SOQ by responding to all information requested in this RFQ. All information shall be organized in the sequence established by the RFQ to insure maximum credit to Firm during the evaluation process.

B. The SOQ Information Listed Below Must Be Organized And Submitted In The Following Format:

1. COVER TRANSMITTAL LETTER, including name of firm, address, and telephone number (page limit 1).

2. TABLE OF CONTENTS (page limit 1).

3. EXECUTIVE SUMMARY: (page limit 2)

This section should include your overall concept of what it will take to successfully complete the ROW acquisition services on this project. Explain your overall understanding of the program.

4. QUALIFICATIONS, KNOWLEDGE, EXPERIENCE, AND CAPABILITIES: (page limit 3)
This section is worth a total of 40 Points. Demonstrate your knowledge of the services requested. List Qualifications, prior experience and current capabilities to do job. Capability will include a list of current contracts. Include experience of the project manager and other key personnel to be assigned to the Contract. Firm is advised that project managers, key personnel and subcontractors/consultants submitted as part of this RFQ may not be removed or replaced subsequent to an award of a professional services Contract herewith, without approval of the County. The County, at its sole discretion, shall have the right, but not the obligation, to terminate the Contract if this requirement is not fully and strictly complied with.

   a. Qualification, Experience and Demonstrated Knowledge of Services Including Negotiators, Appraisers and Title Company(ies) to be used on Project (10 Points):

Minimum Team requirements. Time is of the essence as to the completion of any work under the Contract. To insure continuity and maintain an acceptable level of progress the following are the minimum team requirements for the duration of Contract or Work Order. Contractor shall provide copies of all Contracts it enters into in assembling team members associated with
any work to be performed under this Contract.

- Project manager with a minimum ten years experience as an appraiser or right of way agent in real estate acquisition of properties for roadway/transportation projects.
- One state certified/licensed real estate appraiser per 10 parcel count per Work Order with minimum 3 years experience in appraising strip acquisition properties for transportation projects with at least one year experience in providing appraisal services leading to actual participation in furnishing testimony for parcels acquired via the condemnation process. Total experience required by County Policy is five years.
- If required by the County as part of the Work Order assignment, one state certified/licensed review appraiser with minimum 10 years experience in appraising property for transportation projects with minimum of 3 years experience in providing eminent domain testimony for TxDOT, County, DART, or City.

One licensed ROW agent per 25 parcel count per Work Order, with minimum of 3 years experience in negotiation of real property for transportation projects with 1 year minimum experience in preparing eminent domain packets for prosecution by State Attorney General Office, County Attorney’s Office or City’s Municipal Attorney’s Office.

b. Education and Training of Project Manager and Team (10 Points): Provide name and resume/qualifications to evidence proof of minimum requirements above of the Project managers and a list of key personnel team assigned to this Contract including resumes and certificates of training received. This shall apply to all subcontractors and/or professionals to be assigned to this project. The County may require personal interviews of all key personnel assigned to perform work under this Contract.

c. Experience with Urban Roadway Projects Utilizing Both Local and State or Federal Funding (10 Points) and History of Meeting Deadlines (10 Points): Provide an example of similar roadway projects and explain processes utilized to meet deadlines. Demonstrate with examples of previous work that the Firm has completed similar work within budget.

5. **TIME FACTORS:** (page limit 5). This section is worth a total of 45 Points.

a. Personnel to be Assigned to Project (15 Points): Need a list of actual personnel committed to these projects shown in an organizational chart that describes the level of participation to keep the projects on time.

b. Proposed Approach/Attention to Critical Issues and Resources (15 Points): In order to receive the maximum points, the Contractor must provide specific detailed explanation identifying critical issues and the steps and procedures, resources and techniques employed to acquire 25 parcels of right of way for a typical roadway/transportation project for the County.
For this typical project the following information is provided:

1. Work Order “Notice to Proceed” shall be effective January 1, 2005; Engineer has set an Advertisement date of September 15, 2005.

2. The project is an existing 2-lane rural section, ½ mile long, going North and South West quadrant of Dallas County within the City of Duncanville. The existing roadway is on 50 feet of ROW and will be widened to 6-lanes divided on 100 feet ROW. Assume that 25’ of ROW will be acquired from each side of project.

3. 20 parcels are fully developed residential lots located in city subdivision on the West side with driveway entrances on front side of residence facing project.

4. The east side contains 3 fully developed commercial tracts in a strip mall setting with building structures located 50 feet from existing ROW; parking is along front of building.

5. Also on the East Side is 1 office type business located within 30 feet of existing ROW with parking in front of property.

6. At the south end of the project on the East side of the existing roadway is an existing apartment complex with one building unit located 15 feet from the existing ROW line. The apartment complex is at full occupancy at present time.

7. A section of Ten Mile Creek traverses the project at about mid-point of the project.

8. All appraisals require approval by the Dallas County Appraisal Review Board, allow two-week turn-around time.

Explain all steps necessary to complete the acquisition process and deliver to the County fee simple title to the real property.

c. Time frame and bar chart schedule for “Sample Scenario” above; 25 parcels (15 Points): This section is worth total of 15 points. Contractor is required to develop a bar chart schedule that depicts accomplishment of the activities, shows major milestones, and time relationships (include review time) based on the “Sample Scenario” above.

6. MINORITY/WOMEN BUSINESS PARTICIPATION: (15 Points - page limit 7) – Must Complete and submit of the M/WBE forms found under EXHIBIT “B.”

This section shall include the following:
a. Certified MBE/WBE Firm
b. List of all women and minority-owned Firms that will be involved in the project and the nature of their involvement (this includes subcontractors and suppliers)
c. Meaningful assignment of qualified women and minority employees to project

7. **CURRENT LITIGATION, INCLUDING LITIGATION WITH COUNTY:** (page limit 1)

This section should include current litigation, including litigation against the County, involving Firm and all consultants and subcontractors.

III. **GENERAL CONDITIONS AND REQUIREMENTS**

A. **Ambiguity, Conflict or Other Errors in RFQ** - If a Firm fails to notify the County prior to the date and time fixed for submission of SOQ of an error or ambiguity in the RFQ known to him/her, or an error or ambiguity that reasonably should have been known to him/her, he/she shall not be entitled to additional compensation or time by reason of the error or ambiguity or its late resolution.

The County may also modify the RFQ prior to the date and time fixed for submission of SOQ's by issuance of an addendum to all parties who have received the RFQ. All addenda will be numbered consecutively beginning with 1.

B. **SOQ Preparation Costs** - Cost for developing SOQ’s is entirely the responsibility of the Firm and shall not be chargeable to the County.

C. **Notification of Most Current Address** - The Firm in receipt of this RFQ shall notify Dallas County Purchasing Department at (214) 653-7431 of any address changes, contact-person changes and/or telephone number additions or changes no later than 48 hours prior to the date and time fixed for submission of the SOQ.

D. **Withdrawal or Re-submittal of SOQ** - A Firm may withdraw its SOQ by submitting a written request for withdrawal to the Dallas County Purchasing Agent at any time prior to the submission deadline. The Firm may thereafter submit a new SOQ prior to the deadline. The County reserves the right to waive any technicality noted in the submission process.

E. **Disposition of SOQ** - All SOQ’s shall become the property of the County and will remain confidential until the evaluation and selection process is complete. The SOQ’s will not be returned to the Firm.

F. **Valid Period** - All SOQ’s will be valid from the submission date until termination of the Contract, including any extension thereof, and shall constitute a continuing irrevocable offer to the County for that period. Firm certifies and warrants that the information contained in any response to this RFQ is true and correct when made and shall continue to be true and correct during the above time period or such time as Firm shall notify the County in writing of any change in circumstance which may or could affect the determination of the qualifications of the Firm, specifically including, but not limited to those items required to be furnished herein.
G. **Material Change Affecting Qualifications** - Each Firm shall notify the County in writing immediately upon any occurrence that could or may affect the qualifications of the Firm, specifically including, but not limited to, the filing of a petition in Bankruptcy, assignment for the benefit of creditors, merger or sale of the Firm, loss of computer hardware, software or firmware utilized, equipment or supplies utilized, or loss of or material change in personnel assigned or key personnel. In the event that such occurrence shall, in the sole determination of the County, change or modify the qualifications of that Firm, the County may remove the Firm from the list of qualified Firms.

H. **Federal or State of Texas Funding** - In the event that any Work Order or part thereof is funded by State of Texas or U. S. Government federal funding and any statute, rule, regulation, grant, Contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, Firm agrees to timely comply therewith without additional cost or expense to the County.

I. **Signature of SOQ** - A transmittal letter, which shall be considered an integral part of the SOQ Form, shall be signed by an individual who is authorized to bind the Firm contractually. SOQ’s from a partnership shall be signed in the Firm name by at least one general partner or in the Firm name by an Attorney-in-fact. A copy of the partnership agreement shall be included within the SOQ. If signed by an Attorney-in-fact, there shall be attached to the SOQ a Power of Attorney evidencing authority to sign the SOQ, dated and executed by all partners of the Firm. SOQ’s from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation as evidenced by a copy of that portion of the minutes of the Corporation’s Board of Directors meeting, said copy to be certified by the Corporate Secretary. Title of office held by the person signing for the corporation shall appear below the signature of the officer. SOQ’s from an individual doing business under the proper Firm name shall be accompanied by a copy of the Assumed Named Certificate filed in the appropriate Public Records. SOQ’s from a joint venture shall be signed by all members or by a member of the joint venture if there is attached documentation evidencing that the SOQ is signed by the member who has authority to bind the Joint Venture.

J. **Travel Exclusions** - the County will require certain meetings between the Firm and the County personnel to discuss the project. The Firm will not be reimbursed for any travel expenses for those meetings. Meetings will take place at the Dallas County Administration Building, 411 Elm Street, Dallas, Texas, or at the project office. The Firm is to fully investigate and evaluate all critical aspects of the project and include any incidental costs to the rate he will propose for each parcel.

K. **Changes in Work** - the County shall require corrections to completed work due to errors made by the Firm, and the Firm shall correct the work at no cost to the County.

(1) In the event that additional information should be found or furnished that indicates that there is or should be a change in any value determined by the Real Estate Appraiser as of the date of valuation for the appraisal report, such changes shall be made by the Appraiser within five (5) days of the furnishing or knowledge of such additional information at no additional cost to the County. This provision does not apply to the request for an update of the appraisal report as of a different date of valuation, or if additional information or data becomes available that was not available or that was not made available after a diligent investigation by the appraiser.

(2) If the County requires changes in previously satisfactorily completed work by formal
amendment as shown in the Contract, Article 6, Amendments, the Firm shall make changes as directed by the County and compensation for the additional work will be provided by a change or amendment to the Work Order for a mutually agreed fair and reasonable fee approved by each party in writing.

L. **SubContractors** - Any employment of contractors, subcontractors, consultants or subconsultants, specifically including any real estate appraiser or other discipline utilized in the formation of any value of the property to be acquired does not relieve the Firm of its responsibility under the Contract. Any Contract or subcontract for the employment of a real estate appraiser or other person who shall form an opinion affecting the compensation to be paid by the County for the acquisition of real property shall require the prior authorization and approval of the County regardless of the amount or cost thereof.

M. **Insurance Requirements** - Contractor at its sole cost and expense shall, at all times during the term of the Contract and extended terms thereof, if any, provide and maintain the following types of insurance protecting the interests of the County and the Contractor with limits of liability not less than those specified below.

1. **Insurance**

   (A) **Workers Compensation Insurance** - The Contractor shall provide and maintain during the life of the Contract Workers’ Compensation Insurance in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all of its employees assigned to operate or work under the Contract. In the event the Firm elects to sublet any work, Firm shall require subcontractors to provide Workers’ Compensation Insurance for all of the latter’s employees unless such employees are afforded protection by the Firm.

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

   (B) **Commercial General Liability** - Commercial General Liability Insurance coverage shall carry limits of Five Hundred Thousand Dollars ($500,000.00) for bodily injury and property damage per occurrence with a general aggregate of Five Hundred Thousand Dollars ($500,000.00), and a products and completed operations aggregate of One Hundred Thousand ($100,000.00). There shall not be any policy exclusion or limitations for contractual liability covering the Contractor’s obligations herein; personal injury/advertising liability; medical payments; fire damage; legal liability; broad form property damage, and/or liability for independent Contractors.

   (C) **Comprehensive Automobile Liability** - Comprehensive Auto Liability Insurance covering all owned, hired and non-owned vehicles used in connection with the work performed under the Contract with limits of liability not less than One Hundred Thousand ($100,000.00) each person and Three Hundred Thousand ($300,000.00) each accident for bodily injury and One Hundred Thousand Dollars ($100,000.00) each occurrence for property damage for a combined single limit for bodily injury and
2. **Certificates of Insurance** - Before commencing with the Contract, the Contractor shall deliver to the County, Certificates of Insurance satisfactory to the County, or, as and when the County may direct, copies of the actual insurance policies, to the County at the address as shown below:

   Dallas County Public Works  
   Assistant Director – Property Division  
   411 Elm Street, Third Floor  
   Dallas, Texas 75202

Certificates shall include, at a minimum, policy numbers, dates of expiration and limits of liability. All copies of policies and Certificates of Insurance submitted to the County shall be in form and content acceptable to the County.

3. **Approval of Forms and Companies** - All insurance described in this RFQ and/or the Contract shall be written by an insurance company or companies satisfactory to the County and licensed to do business in the State of Texas, and shall be in a form and content satisfactory to the County. No party subject to the provisions of this RFQ or Contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. Except as may otherwise specifically be provided in the Contract to the contrary, all policies of insurance which are in any way related to the work required by this RFQ or the Contract, inclusive of any Work Order, shall be endorsed waiving the issuing insurance company’s right of recovery against the County, whether by way of subrogation or otherwise. All insurance should be provided by insurance companies with a rating of B+ or better.

4. **Additional Insured Endorsement** - The policy or policies providing commercial general liability and automobile liability as required above shall be endorsed to name the County of Dallas, Texas, as additional insured for operations performed by or on behalf of the Firm/Contractor in performance of this RFQ or Contract, inclusive of any Work Order. Such policy shall contain an endorsement that the “other insurance” clause shall not apply to Dallas County, Texas.

5. **Notice of Cancellation or Material Change** - Policies and/or certificates shall specifically provide a forty-five (45) day notice by U. S. Mail, Certified, Return Receipt Requested, of cancellation, non-renewal, or material change to be sent to the County at the address shown above.

6. **Subcontractors** - If any part of the work is sublet, the Contractor shall require any and all subcontractors performing work under the Contract to carry insurance of the types and within limits of liability as the Contractor shall deem appropriate and adequate. In the event a subcontractor is unable to furnish adequate insurance required under the Contract, the Contractor shall endorse the subcontractor as an Additional Insured. The Contractor shall obtain and furnish the County Certificates of Insurance evidencing subcontractors’ insurance coverage.

7. **Multiple Policies** - The limits of liability as required above may be provided by a single policy
of insurance or a combination of primary, excess and umbrella liability policies. In no event shall the total limit of liability for any one occurrence or accident be less than the amount shown previously.

8. **Cost and Deductibles** - Companies issuing the insurance policies and the Contractor shall have no recourse against the County for payment of any premiums or assessment for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Firm/Contractor.

N. **Indemnification** - Contractor shall indemnify and hold the County harmless as provided herein and in the Contract, attached hereto and incorporated by reference as if fully reproduced herein, word for word. Such indemnification shall include, but not be limited to the following.

1. To the fullest extent allowed by law, Contractor agrees to indemnify and hold harmless County, its officers and employees (hereinafter referred to as "Indemnites") against all claims, demands, actions, suits, losses, damages, liabilities, cost and/or expense of every kind and nature (including, but not limited to court cost, litigation expense and attorneys fees) except those resulting form negligent acts or omissions of the state Governmental entity or its employees, paying same as they accrue, and all recoverable interest thereon, incurred by or sought to be imposed on Indemnites because of injury (including death) or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to: (1) the performance of, attempted performance of, or failure to perform, operation or work under this Contract by Firm, its subcontractors and/or any other person or entity working for or on behalf of Contractor; (2) the condition of any real property, including any improvements, on which said operations or work are being performed; (3) the selection, provision, use or failure to use, by any person or entity, of any tools, supplies, materials, equipment or vehicles (whether owned or supplied by County, Contractor, or any other person or entity) in connection with said work or operations; (4) the presence on County real property, including any improvements located thereon, of the Contractor, its subcontractors, employees, suppliers, vendors or any other person acting on behalf of Contractor; or (5) the presence on any landowners real property, including any improvements located thereon, of the Contractor, its subcontractors, employees, suppliers, vendors or any other person acting on behalf of Contractor. *This indemnification shall apply when any such claim for injury or damage is based on any theory of liability, including negligence, intentional wrong doing, strict product liability or breach of non-delegable duty.* Contractor further agrees to defend (at the election of any Indemnitee) at its sole cost and expense against any claim, demand, action or suit for which indemnification is provided hereunder paying all cost when due.

Without in any way limiting or restricting the indemnification and defense agreement stated above, Firm/Contractor agrees that it is the intention of the parties hereto that
Firm/Contractor and its insurers, to the extent permitted by law, bear the entire risk or loss or injury to any of Firm/Contractor’s employees, “borrowed servants”, agents, representatives, subcontractors, vendors, material men, or any other person present on the premises or performing any other act or service on Firm/Contractor’s behalf or at its request.

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

2. Contractor, or persons employed by Contractor, shall indemnify, hold harmless and defend the County, Dallas County Public Works Department, the State of Texas, the Texas Department of Transportation and any and all participating Contractors, jurisdictions, and agencies, and their officers, agents and employees from any loss, damage, liability or expense, including reasonable attorney fees, for damage to property and injuries, including death, to all persons, including employees of the Contractor or any associate consultants, which may arise from any errors, omissions or negligent acts on the part of the Contractors, its employees, agents, consultants or subcontractors, in the performance of the Contract, or any breach of any obligation under the Contract.

The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of state governmental entity, its officers or employees, in instances where such negligence causes personal injury, death, or property damage.

O. Economy of Presentation - SOQ’s should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFQ. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFQ. SOQ’s must address the requirements as specified in this RFQ. All questions posed by the RFQ must be answered concisely and clearly. SOQ’s that do not address each criterion may be rejected and not considered.

P. Contractual Development - the County will enter into a Contract for ROW acquisition services (Indefinite Delivery Indefinite Quantity) with the highest rated Firm. A copy of the Contract to be entered into is attached hereto as EXHIBIT “C” and incorporated by reference herein as if fully reproduced herein, word for word. Further, each provision of the Contract is incorporated herein as a requirement of the RFQ.
Q. **Non-Performance** - Approval and acceptance of Firm’s work by the County or other approving governmental authority shall not constitute nor be deemed a release of the responsibility and liability of the Firm, its employees, Contractors, subcontractors, agents and consultants for the accuracy and competency of their work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County or other governmental authority for any defect, error or omission in the work prepared by the Firm, its employees, subcontractors, agents or consultants. Non-performance of the Firm in terms of specification or non-compliance with terms of the Contract shall be 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 the Contract, by giving thirty (30) days written notice to the Firm with the understanding that all work being performed under the Contract shall cease upon the date specified in such notice. The obligation of the County to pay for work, professional services, professional opinion, equipment, services or supplies is conditioned upon strict compliance with each, every and all terms and conditions of the Contract. The County will not pay for work, professional services, professional opinion, equipment, services or supplies rendered or furnished which are not in strict compliance with the terms of the Contract and all other exhibits attached thereto and Firm’s response to the RFQ. Firm 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.

R. **Collusion** - The selected Firm will be required to provide an affidavit that it has not conspired with other potential Firms in any manner to attempt to control competitive RFQ for these services. This paragraph does not, however, preclude two or more Firms from presenting a combined or joint RFQ.

S. **Professional Service - Negotiations** - The selection of appraiser and/or ROW acquisition services is designated as a professional service by Texas Government Code 2254 and/or the Commissioners Court. The most highly qualified Firm will be selected on the basis of demonstrated competence and qualifications as evaluated. Firm and County shall enter into the attached Contract. Work Orders for specific projects will be entered into subsequent to mutual agreement between the parties as to a fair and reasonable price for the services to be rendered.

In the event that the County cannot reach agreement with the selected Firm by negotiation of a Contract for the ROW acquisition services or any Work Order, the County may formally end negotiations by written notification to the selected Firm, select the next most highly qualified Firm and attempt to negotiate a Contract with that Firm at a fair and reasonable price for the services to be rendered.

The County shall have the right, but not the obligation, to continue the process described hereinabove to select and negotiate with Firms until a Contract for each project or Work Order is entered into.

T. **Proprietary Rights and Ownership Claims** - Firms and subconsultants work produced under the Contract, including but not limited to appraisal reports, electronic or magnetic media and/or computer disks, estimates, specifications, investigations, studies and other documents, completed or partially completed, shall be the property of the County to be used as the County desires, without restriction; and Firm shall require as a material item of the Contract that all contractors, subcontractors, consultants, subconsultants, employees, agents and any and all other persons or entities that may have or claim any right to said items or property to waive and release any proprietary rights or ownership.
claims therein. Copies may be retained by the Firm or its Contractors, subcontractors, consultants, subconsultants, employees, agents and any and all other persons or entities. Firm shall be liable to the County for any loss or damage to such documents while they are in the possession of or while being worked upon by the Firm or its contractors, subcontractors, consultants, subconsultants, employees, agents and any and all other persons or entities. All documents so lost or damaged shall be replaced or restored by Consultant at its sole cost and expense and without cost to the County.

Firm shall notify the County immediately upon receipt of a written request for public access to information under the Texas Public Information Act. The Firm shall not disclose, release, transmit any information, data or document without prior written consent from County.

U. Right to Reject - the County reserves the right to reject any or all SOQ’s submitted or to award the Contract to the highest rated Firm.

V. Assurance - Firm, as a part of any Work Order, shall execute such assurances and agreements as may be required to conform with any Federal or State Funding Agreement, including but not limited to the Assurances as found in EXHIBIT “D” and incorporated by reference herein as if fully reproduced herein word for word.

W. Project and Parcel Number - All correspondence, memorandums, deeds, reports (specifically including appraisal reports), and documents or other written instrument shall contain (1) the Work Order number; (2) the project number; (3) the project limits; (4) the parcel number; and as applicable (5) the Texas Department of Transportation (hereinafter “TxDOT”) number.

X. Suspension of Work

1. Should the County desire to suspend the work but not terminate the Contract, the County will issue a written order to stop work setting out the terms of the suspension. The Contractor will stop all work and cease to incur costs during the term of the suspension.

2. The Contractor will resume work when notified to do so by the County in a written authorization to proceed. Suspension of work does not extend the Contract period. If additional time is required to complete the work because of the suspension, a Work Order amendment will be executed in accordance with Article 6 of the Contract (Amendments).

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

Y. Amendments

Amendments shall be as stated in the Contract, Article 6 (AMENDMENTS).

Z. Termination

Termination shall be as stated in the Contract, Article 16 (TERMINATION).
IV. SCOPE OF SERVICES

A. **Scope:** This specification describes ROW services to include, but not be limited to: title services, appraisal services, appraisal review, negotiation, closing services, relocation assistance, condemnation support and clearance of ROW. The project limits and applicable County locations are to be identified by subsequent Work Orders to be authorized by the Commissioners Court.

B. **Requirements:**

1. **Firm Shall:**
   a. Be a Firm or Corporation possessing governmental experience and knowledge providing ROW services in the State of Texas, and the Firm, Corporation and/or each individual requiring same being licensed to do business in the State of Texas.

   b. The County will expend large amounts of money for land acquisition based on the legal provision for payment of adequate compensation. The amounts of such payments are based upon the appraised value. It is therefore mandatory that the Contractor provide, a minimum, State Certified real estate appraisers selected on the basis of demonstrated competency and qualifications to perform the appraisals, and shall have a minimum of five years experience, including three years experience in governmental transportation appraisal and review, specifically including, but not limited to, partial taking appraisals; and partial taking appraisal review, including providing appraisal and testimony support for properties acquired via eminent domain. The County shall approve all appraisers to be used on County Project prior to the employment of the appraiser for any project. Failure to have prior approval of the appraiser by the County shall constitute an action of default and, at the sole discretion of the County, may result in cancellation or termination of the Work Order. No payment will be considered for or made for any appraisal services accomplished prior to the written approval by the County of the Appraiser.

   c. Provide licensed negotiators who are familiar with reviewing appraisal reports and have a minimum of three years experience in ROW negotiations with experience providing testimony on properties acquired via eminent domain.

   d. Furnish to the County a copy of the certification or license for all real estate appraisers and all negotiators that are to participate in the furnishing of services as described under any Work Order.

   e. Maintain a staffed office in Dallas County for communication with the parties in interest on each project and to disseminate such information as may be required by State or Federal law, rule, regulation or herein. The office shall maintain a toll free telephone number or accept collect calls. The office shall open prior to any negotiations with property owners and remain in operation until all specified ROW services are complete. The office shall be open and available to the public and those persons interested in any ROW acquisition at a minimum from 8:00 a.m. until 5:00
p.m., Monday through Friday, with the exception of observed County holidays. All project files, maps, charts, plats, property descriptions, documents and any items necessary to comply with State of Texas or Federal requirements, will be maintained at this location during the term of Contract until delivered to the Dallas County Public Works Department.

In addition, if required in any Work Order, Firm shall provide a staffed project office in reasonable proximity to the project in compliance with the terms and conditions as set forth above.

f. Provide all services and documentation to acquire all assigned parcels by instruments of conveyance providing insurable title in the name of the County, free and clear of all liens and encumbrances, other than as may be permitted by the County, in its sole discretion, in writing.

g. Maintain a complete set of project ROW plans, plats and property field note descriptions at each office location.

h. Maintain in accordance with generally accepted methods all books, documents, papers, accounting records, digital files and other evidence pertaining to costs incurred, and/or work performed hereunder. Firm shall make such materials available at its office during the Contract period for inspection by the County, the Texas Department of Transportation, any agency of the United States, any court of competent jurisdiction or the authorized representatives of each entity for the purpose of making audits, examinations, excerpts, copies or transcriptions.

i. Provide and utilize the following: (1) Microsoft Project 2000 for all schedules, (2) Microsoft Word for all documents, (3) Microsoft Excel XP or latest County upgrade for accounting information unless specifically directed otherwise in any Work Order. If any change is made in the above, Contractor agrees to provide and utilize such new or additional software without cost to the County.

C. Description of Services: Services shall include, but not limited to the following:

1. Title Services - Firm shall provide real estate title insurance and closing and other services through a non-fee, full service title company, authorized to do business in the State of Texas, in good standing with the Texas Department of Insurance. Upon selection of a title company Contractor, shall notify the County in writing of the selection. The County shall review the selection and shall either approve or reject the use of the title company. In the event of rejection, Contractor will select a second title company and submit same to the County for review and approval. This process shall continue until a title company, approved by the County, is selected.

a. Subsequent to the County’s approval of the title company, Contractor shall secure a title commitment from the title company that will be providing title insurance on each parcel in the name of the County or State of Texas as designated by County.
b. Contractor shall clear all title objections affecting title to the property being acquired, transferring to the County insurable title, free and clear of any lien or encumbrance, other than as may be permitted by the County, in its sole discretion, in writing.

c. Contractor shall provide title insurance in the name of the County or State of Texas if specifically required for all parcels acquired, insuring clear title. All title insurance to be charged at the rate promulgated by the Texas Department of Insurance and in effect on the date of closing at the title company. All title insurance and closing cost will be paid by the County directly to the title company.

d. All negotiations for the determination of the fair and reasonable cost for Contractor’s services to clear title and administration of title services shall be on a cost per parcel basis.

2. Appraisal Services - Firm shall:

a. Prepare Letter of Permission to Appraise for each parcel on forms provided or approved by the County.

b. Firm or is appraiser shall secure permission, in writing, from the owner to enter the property from which land is to be acquired during estimated term of the project for appraisal and survey purposes. If, after exercising its best efforts, Firm is unable to secure the necessary letter of permission from the property owner, Firm shall contact the County in writing for record purposes only stating each attempt made and the reason why permission to enter the property could not be obtained. Failure to secure a letter of permission to enter to appraise shall not relieve Firm from appraisal responsibility.

c. Maintain and deliver to County the permission letters with all appraisal reports.

d. Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser’s inspection of each Parcel. Maintain record of contact in file.

e. Have each appraisal report or opinion of value prepared by an appraiser qualified to form such opinion and a current member in good standing on the County’s list of State certified fee appraisers and, for TxDOT funded projects, on the TxDOT approved appraisers list. The appraiser list will be available from the Property Appraisal Supervisor. The appraiser list changes from time to time and Firm is encouraged to obtain a current list prior to negotiation of any Work Order. In the event the appraiser selected by the Contractor is not currently a member in good standing of either the County, or TxDOT certified appraisal list if applicable, Contractor’s appraiser may submit its name to each for consideration. No additional time will be granted or added to the schedule for timely completion of any project or Work Order on account of the County’s or TxDOT’s consideration for placement of the appraiser on either’s list.

f. The appraisal report for each parcel to be acquired shall be the independent
determination of the appraiser in full compliance with the minimum appraisal standards as shown in EXHIBIT “E”, (Appraisal Standards) attached hereto and incorporated by reference as if fully reproduced herein word for word; County Real Estate Policy; the Uniform Standards of Professional Appraisal Practices; and, as applicable, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 USCS 4601 et seq, and 49 CFR 24, as amended, and effective on the date of the first contact to acquire the property. In the event that a specific property or access to the property or other item will not permit the appraiser to completely comply with each requirement, the appraiser shall within five days of such determination make a written request to the Property Appraisal Supervisor for a waiver of such requirements. The Property Appraisal Supervisor shall make a written response to such request approving, disapproving or modifying the request. Each completed and Contractor-inspected report will be furnished to the Property Division of Dallas County Public Works Department by the Contractor for review and approval of the offer to be made. Deletions can be made from the requirements by written permission of the Property Appraisal Supervisor.

g. Coordinate with Review Appraiser (see Section 3, Appraisal Review, below) regarding corrections and/or additional information, which may be required.

h. In the event that an appraisal report is not approved by the County or any of the approving authorities, the Contractor, at its sole cost and expense, shall cause the property to be re-appraised to comply with and receive the approval of the County and each of the approving authorities. Any delays to delivery schedule will be at the Contractor’s expense.

i. Appear as expert witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by Dallas County District Attorney’s Office (Civil Section) and shall provide all exhibits or other items as may be approved by the District Attorney’s Office and ROW Division of the Public Works Department as necessary or convenient to provide testimony, including, but not limited to, adequate compensation.

j. Notify the County Public Works Department of underground tanks and other forms of environmental contamination and any hazardous, regulated, or solid waste (HAZMAT) found on the ROW to be acquired, which could require environmental remediation.

3. Appraisal Review

a. Prior to submittal to the County for review the Contractor shall perform a desk review of each appraisal report for each parcel to ensure that the reports contain each of the requirements contained herein and all documentation supporting the conclusion reached. The Contractor is not required to perform an appraisal review as required by the Uniform Standards of Professional Practice or the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, (42 USCS 4601 et seq and 49 CFR 24), which will be accomplished by the County. The Contractor’s review is solely for the purpose of insuring that the report furnished
to the County is complete in order for the County review process to commence.

b. Contractor shall transmit each and every appraisal report, and each report that complies with subsection a of this section, within five (5) working days of receipt to the Department of Public Works, Property Appraisal Supervisor, Dallas County Administration Building, 411 Elm Street, Third Floor, Dallas, Texas 75202.

c. For the purpose of the Appraisal Review the herein listed terms are defined as follows:

(1) "Services," as used in this clause, includes services performed and reports or information furnished to the County or utilized in the performance of services.

(2) "Acceptance," as used in this clause, as it applies to appraisal report review, means the completion of the review of the appraisal report by the County Review Appraiser, correction or changes being made by the appraiser to allow the successful review of the report, the approval of the County Appraisal Review Board and the written notification to Contractor of an amount to be offered, with qualification of Commissioners Court Approval, for the acquisition of that parcel in the specific project for which such appraisal report was written or prepared.

(3) "Correction," as used in this clause, means the elimination of a deficiency or non-conformance.

d. County’s Review Appraiser shall conduct an appraisal review that will include, but not be limited to, making a determination that the report reviewed contains all of the minimum requirements as shown in EXHIBIT "E", Appraisal Standards, and in conformance with the County Real Estate Policy, which can be found on Dallas County’s Website at www.dallascounty.org, select County Code, Section ____________, and will be effective on the date of the review, as applicable, that the report is well reasoned, contains all supporting documentation and that all calculations are correct. Additionally, depending upon the type of project or source of funding of the project included in the Work Order, the appraisal shall be subject to the review and approval of a City, TxDOT or Federal Agency. All such reviews will be accomplished or managed by the County’s Review Appraiser and for correction, clarification, additional documentation or reappraisal shall be treated the same as shown below.

e. Notwithstanding inspection and acceptance by the County or any provision concerning the conclusiveness thereof, the Contractor warrants and shall certify that all services performed shall conform to the terms and conditions of the Contract and Work Order under the Contract.

f. At the completion of the review process the County Review Appraiser shall give written notice to the Contractor that:

(1) the report is being forwarded to the County Appraisal Review Board with or without comments; or
(2) the report is, in whole or in part, erroneous, deficient or inadequate, and the Contractor is required to correct some or all non-conformance; or

(3) the report is, in whole or in part, erroneous, deficient or inadequate, and the Contractor is not required to correct some or all non-conformance.

g. Any notification of non-conformance issued by the County shall fully and clearly describe the errors, deficiencies or inadequacies and include, at the discretion of the County, recommendations for correction of non-conformance.

h. The appraiser shall address the request for correction(s) or clarification within 5 working days and return the corrected or clarified report to the County Review Appraiser for consideration, unless such time is extended by the County, in writing. In the event that the corrected or clarified report is accepted, the Review Appraiser may forward such report to the County Appraisal Review Board for its consideration.

i. If the County Review Appraiser requires correction and the results of such corrections, alterations or additions to the original appraisal report are not deemed to reflect the fair market value, just compensation, or adequate compensation required to be paid for the acquisition of that parcel, the County Review Appraiser shall submit such report to the County Appraisal Review Board with a recommendation that such report not be accepted. If the County Appraisal Review Board rejects the values in the appraisal report, the Contractor shall be notified in writing of such rejection and either (1) the Contractor will be required to furnish a subsequent appraisal that is acceptable to the County at no additional cost to the County; or (2) the County Review Appraiser may prepare an appraisal report for such parcel. In no event shall any appraiser be required to submit other than an independent opinion. **No cost shall be due or paid for any appraisal report until such time as it shall be accepted by the County Appraisal Review Board and written notice issued to the Contractor to make the qualified offer to the landowner.**

j. If the Contractor is required to correct or re-perform, it shall be at no additional cost to the County, and any re-performance of services by the Contractor shall be subject to this clause to the same extent as work initially performed.

k. If the appraisal report is deficient, as described in paragraph “h” above, and the County does not require correction or re-performance, the County shall make an equitable adjustment in the Work Order price. When the defects in services cannot be corrected to the satisfaction of the County by correction or re-performance, the County may:

(1) require the Contractor to take necessary action to ensure any future performance conforms to Contract requirements; and reduce the Contract price to reflect the reduced value of the services performed.

l. If the Contractor fails to promptly re-perform the services or to take the necessary action to ensure future performance in conformity with the terms and conditions of the
RFQ, including the Contract or all or any part of any Work Order, the County may:

(1) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the County that is directly related to the performance of such service; or,

(2) terminate the Contract, the Work Order, or remove the parcel from further action under the Contract or Work Order for default.

m. If the appraisal report is approved by the County Review Appraiser it will be submitted to the County Appraisal Review Board for its consideration. In the event that the Review Appraiser has questions or concerns he/she may require that additional information be given, including but not limited to additional comparable sales, additional consideration be given to the reasoning or that any mathematical or other similar error be corrected. The County Review Appraiser shall, after notice to the Contractor, have unlimited access and the unlimited right to directly contact the appraiser in these matters.

n. Subsequent to the review of the appraisal by the Review Appraiser the appraisal shall be submitted to the County Appraisal Review Board which will review all appraisal reports for support for opinion of value, accuracy, compliance with subsection d of this Section, and consistency of values. If additional approvals are required, the County Public Works Department will submit a TxDOT provided form, Tabulation of Values ROW-RTA-10, for each appraisal to each governmental entity for each appraisal. Contractor covenants and agrees that it will be responsible, without additional cost to the County, to make or require to be made, all required or necessary additions, changes, or corrections to each appraisal, as may be required to obtain the approval of any other governmental entity review of the appraisal.

o. The Contractor and/or its appraiser(s) shall be required to attend the County Appraisal Review Board meeting. There will be no separate payment for travel expenses. All associated costs for attendance to these meetings are to be included in the proposed rate per parcel line item and no additional amount shall be paid by the County.

p. Any delay in the project caused by the appraisal review process is stipulated by Contractor to have been considered in the preparation of any and all schedules as such occurrence can be anticipated of a project of this type. Contractor stipulates that there will be no claim for or damages from any delay caused by appraisal review, reconsideration, or subsequent appraisals by the County. This paragraph applies solely to the review of the appraisal(s) and time remains of the essence as to the initial or subsequent appraisal of the property as furnished by Contractor.

q. If additional information that could or would affect the determination of Market Value or Just Compensation to be paid by the County for a parcel becomes known to the Contractor or the County prior to the date of the authorization to Contractor to make a written offer on that parcel, the County may request the appraiser to consider such information and to modify the Market Value or Just Compensation on that parcel.
Contractor will have a continuing duty and obligation to timely make such amendments or adjustments as necessary to reflect the additional information and timely furnish same, at no additional cost or expense, to the County.

r. At the written request of the County or as may be included in any Work Order, Contractor shall furnish the services of a review appraiser who will perform the functions of the County Review Appraiser and report to the Property Appraisal Supervisor, for the parcel or parcels assigned. Such review appraiser shall be have a minimum of five (5) years experience in reviewing appraisals for governmental agencies, be certified by the State of Texas as a General Appraiser, be totally independent of any and all appraisers who have or will perform appraisal services on the project and be accepted by the County in writing prior to the commencement of any services to be performed. The cost of such services will be included in the Work Order negotiations on a per parcel basis.

3. Negotiation - Contractor shall furnish an experienced negotiator, licensed by the State of Texas as a negotiator, who shall:

a. Once the appraiser’s opinion of the compensation due to the landowner has been reviewed and accepted by the County and all other governmental entities as required, written notification will be given to the Contractor who shall then be authorized to make an offer to the landowner in that amount. No offer will be made prior to the receipt of written notice from the County. Each offer shall contain the following statement in one size larger type and bold lettering: **You are hereby notified that any offer, condition, specification and/or statement made by (Contractor’s name) or its personnel, subcontractors and consultants is contingent on and shall NOT be binding on County unless approved by formal County Commissioners Court Order.**

b. Be familiar with appraisal reports and reviewing appraisal reports. Contractor further agrees that on Federally Funded and for TxDOT projects the Contractor shall ensure that no negotiations are initiated with property owners until all appraisals have been approved by the County, City (where parcel is located) and TxDOT.

c. Analyze each preliminary title report to determine potential problems, propose methods to cure title deficiencies and perform title curative work.

d. Prepare the offer letter, memorandum of agreement and other required County documents based upon the approved value from the County Appraisal Review Board.

e. Contact each property owner or owner’s designated representative, in person where practical, to present the offer, maintain follow up contacts and secure the necessary documentation upon acceptance of the offer for closing.

f. Agree that any information furnished by the property owner or owner’s designated representative regarding value, including but not limited to any counteroffer, title or presence of hazardous or regulated materials, including the presence of underground storage tanks or
like item, shall be promptly furnished in writing to the County.

g. In accordance with Texas law, Texas Property Code Section 21.0111, Disclosure of Information Required, Subsection (a), provide a copy of the approved appraisal report(s) used for determination of the final valuation offer, for the affected property to the property owner or authorized representative at time of offer. Obtain and deliver to County, written acknowledgment of receipt of appraisal and maintain record of receipt of appraisal by property owner in file.

h. Promptly respond to property owner inquiries verbally and in writing.

i. Maintain negotiator contact reports for each parcel on the County provided or approved form. Such report shall, at a minimum, report each contact with each party contacted, including telephone number, a summary of the information either given to or received from that party and action taken or not taken in response thereto.

j. If agreement is reached to acquire a parcel by agreement, prepare or cause to be prepared all documents necessary for signatures to consummate each Parcel. All standard form documents will be provided by the County and completed by Contractor. All documents, other than those furnished by the County and used without change, shall be submitted to the County for review and approval prior to use.

k. For each parcel where closing is through the title company, Contractor shall, at a minimum, furnish to the County: (1) the original executed Contract Agreement, (2) Request for Payment form for the parcel, (3) copy of the title commitment, (4) all documents necessary to clear title as shown on Schedules B and C of the title commitment, i.e., all Releases, Affidavits, Resolution, et al, (5) closing statement authorized by the title company, (6) instrument of conveyance, and (7) notice of prorated taxes to be utilized at the closing, if any. Contractor is hereby notified that the County is exempt from the payment of ad valorem taxes on real property utilized for governmental purposes.

l. The County will review the documents and inform Contractor of any deficiency or additional requirements that must be complied with prior to acquisition of the parcel. Contractor will, for no additional cost, do what is necessary to comply with the requirements and furnish all documentation required by the County at no additional cost.

m. Once the County has approved the documents submitted, a Court Order will be forwarded to the Commissioners Court for approval to close on the property and for payment to the title company for the purchase of the Parcel. Closing will occur only subsequent to Commissioners Court approval.

n. Maintain parcel files of original documentation related to the purchase of the real property, including but not limited to all correspondence, offer letters, memorandums, negotiation information, all reports and parcel information from any source and appraisal information and reports.

o. Provide recommendations, furnish necessary supporting data, and make presentations,
as requested by the County, for administrative settlement(s) in accordance with the County policies and procedures.

p. Contact the County in writing regarding all parcels it has failed to negotiate via friendly negotiations. In the event that any of the following events shall occur Contractor shall immediately contact the County to determine if the parcel should be returned to the County for the filing of condemnation proceedings: (1) the party rejects the offer and makes no counter offer within thirty days of date of initial offer; (2) a final counter offer is rejected by the County and the expiration of fifteen (15) days from date of the receipt of said final counter offer letter; (3) the passage of sixty (60) days from the date the amount of the offer to acquire the parcel is delivered to Contractor by the County; or (4) the Contractor receives knowledge that the landowner is represented by an attorney. The Contractor shall make a biweekly status report to the County in person detailing the progress on all parcels and the courses of action to be taken to complete the acquisition process.

q. After the County has reviewed the status of the parcel, as described above, the County, in its sole discretion, may extend the negotiation period, terminate acquisition of the parcel, or commence necessary actions to acquire the property by the condemnation process.

r. Upon determination that a final offer will be made to the landowner, the Contractor shall verify with the appraiser that current appraised value is correct based on current Appraisal Supervisor and the District Attorney’s Office for review. The appraiser shall provide a Long Form/Narrative Appraisal that reflects the opinion of the real property at a valuation date of three months or less. Such appraisal shall include a determination of the Fair Market Value of the area to be acquired and also include the determination of value using all three approaches to value for the remaining property from which the right of way is to be acquired.

5. Closing Services:

Contractor shall notify the County in writing of the closing cost for acquisition of each parcel, including but not limited to acquisition cost, title cost, closing cost and any incidental expenses required for closing. All such costs and expenses will be documented by furnishing a copy of the closing statement and all other documentation regarding incidental cost. No incidental cost will be owed to Contractor and none will be paid without prior written approval from the County authorizing the expenditure thereof. Contractor’s title company shall record all deeds and shall deliver filed original conveyance instruments, title insurance policy, closing statements and all other items or documents considered for title clearance or closing to the County Public Works Department. The cost for closing services shall be on a per parcel basis.

6. Relocation Information - When applicable the Contractor shall:

If required in a Work Order, provide all services necessary to provide relocation assistance required by Texas and Federal laws, Rules and Regulations as applicable. In addition Contractor shall furnish personnel qualified and experienced in the Uniform Relocation Assistance and Property Acquisition Policies for federal and federally assisted programs, as amended, and will comply fully with the County Real Estate Policy. Where the County has
agreed or is specifically required to comply with the relocation requirements of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C.A. 4601, et seq., as implemented by 49 CFR 24 and Texas Property Code Chapter 21, the Contractor shall provide all forms required by the Federal Department of Transportation and State. Contractor shall notify all property owners of their eligibility for relocation assistance and provide owner with a Relocation Assistance Brochure in person or by certified mail. The County will provide TxDOT or the County relocation brochures to the Contractor. The cost for relocation services shall be on a per parcel basis.

7. Condemnation Support - Contractor shall:

a. Submit to the County Public Works Department, the ED transmittal memorandum and all necessary back up documents showing full compliance with all legal requirements as may be necessary or convenient for filing condemnation proceedings; the Property Division will prepare the Commissioners Court Order authorizing the final offer letter and condemnation proceedings.

b. If the appraiser has provided to County an appraisal report that does not contain detailed appraisal information to reflect the value of land and improvements in the Area Acquired, Value of Remaining Land and improvements prior to the acquisition of area acquired and value of land and improvements in remainder area subsequent to the acquisition with the new road improvement in place, such information shall be reported to County in a full appraisal report subsequent to the rejection of the offer by the landowner and the Commissioners Court Order authorizing acquisition by litigation (condemnation) purposes.

c. Assist the Dallas County District Attorney’s Office Civil Section (hereinafter “District Attorney’s Office), in preparation of all Special Commissioner’s Hearings or other litigation as required by the District Attorney’s Office. Such assistance shall include, but not be limited to comparable sale investigation, preparation of Exhibits, coordination of proceedings, etc.

d. Coordinate hearing dates with all interested parties upon specific request by the District Attorney’s Office.

e. Locate property owners and other interest holders and provide service of Notice of Special Commissioners Hearing or Objections to the Award of Special Commissioners or assist the County in providing these services.

f. Appear and/or require any subcontractor, employee or other party, specifically including any appraiser or negotiator who either valued the property or made the offer to acquire, to appear as expert or fact witness when requested to do so by the District Attorney’s Office.

g. Require any and all engineers, appraisers, negotiators or other personnel, whether an employee, contractor, or subcontractor, by Contract to agree to appear as an expert or fact witness as requested by the District Attorney’s Office.
h. The portion of this RFQ, any Contract or Work Order requiring any and all negotiators, appraisers or review appraisers to appear as expert or fact witness shall remain in full force and effect regarding that obligation until the completion of the acquisition of all parcels in the project by agreement or condemnation, or the passage of five (5) years from the date right-of-way has been cleared for construction. All of Section 7 shall be placed in any agreement by Contractor with any subcontractor, employee, agent or other party performing such service.

8. **Resources:**

The Contractor warrants that the Firm has adequate qualified and licensed personnel in its employment for performance of services required under the Contract or will be able to obtain such personnel from sources other than the County. Unless otherwise specified, the Contractor, for the compensation received, shall furnish all transportation, personnel, equipment, materials and supplies required to perform the work authorized herein at its sole cost and expense. All employees and subcontractors of the Contractor shall have licenses, knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Contractor or any subcontractor who, in the opinion of the County, is incompetent or whose conduct becomes detrimental to the work or whose conduct reflects adversely on the County shall immediately be removed from association with the project.

Contractor further agrees and warrants that all photographs utilized by the Contractor, its subcontractors, appraisers, negotiators, employees or other parties will be obtained by a 35MM camera or digital camera. Contractor shall obtain and retain all photographs, negatives, or 3 ½ diskettes for each parcel. Photographs and related recorded media shall be stored and maintained in such file as a portion of the records to be maintained. Such photographs, negatives, 3 ½ diskettes, memory cards or C.D.’s will be furnished to the County when the parcel file is delivered to the County or at the request of the County prior to the delivery of the file. When using a digital camera, JPEG format is required with a 1600 x 1200 (2.1 mega pixels) high resolution. All items will be indexed by project, parcel number and owners name.

9. **Administration and Management** - Contractor shall:

a. Prepare request for payment for each parcel acquisition utilizing standard payment submission forms provided by the County with supporting documentation.

b. Maintain records of all payments made by Contractor by parcel and project number including warrant number, amounts, date paid, purpose of payment (mortgage processing fees, etc.) and if required shall provide to the County a report of the project financial ledger in generally accepted accounting form, including amounts, date paid, and balance. This accounting information shall be maintained in Microsoft Excel XP or latest County upgrade.

c. Provide Performance Schedule of each Work Order including all major project components and each parcel and shall supplement such schedules bi-monthly to show the original, most current changes in the scheduled start and end dates utilizing “Microsoft Project 2000”. (GANTT Charts).
d. Prepare and provide performance schedules of all major project components showing scheduled start and end dates utilizing “Microsoft Project 2000”. (GANTT Charts).

e. Prepare all correspondence and related electronic media on Microsoft Word. Contractor shall deliver all original correspondence, documents, and electronic media (3 ½ " diskettes) to County Public Works Department without further demands and restrictions or cost to the County.

f. Set-up and maintain all project files in accordance with the County Audit file standards. Contractor agrees to maintain, in accordance with generally accepted methods, all books, documents, papers, accounting records, digital files and other evidence pertaining to costs incurred and/or work performed hereunder. Contractor shall make such materials available at its local office during the Contract period, or any extension thereof, for inspection by the County, the Texas Department of Transportation, any agency of the United States, any court of competent jurisdiction or the authorized representatives of each entity for the purpose of making audits, examinations, excerpts, copies or transcriptions. Such obligation shall survive the termination of the Contract to the extent required to satisfy all audit requirements of the County or any governmental entity furnishing, in part or whole, funding for any project included herein or in satisfaction of any contractual provision between the County and other governmental entity regarding any project or part thereof.

g. Contractor will retain all records, if any, not furnished to the County for a period of four (4) years from the date of the last expenditure under any Work Order(s) or until all audit questions are resolved, whichever time period is longer.

h. Contractor shall notify County in writing immediately upon any occurrence that could or will affect the qualifications of the Contractor, specifically including, but not limited to, the filing of a petition in Bankruptcy, assignment for the benefit of creditors, merger or sale of Contractor, loss of computer hardware, software or firmware utilized, equipment or supplies utilized, or loss of or material change in personnel assigned or key personnel. In the event that such occurrence shall, in the sole determination of County, change or modify the qualifications of that Contractor, County may remove the Contractor from the list of qualified Contractors.

D. Responsibilities of Dallas County Public Works:

1. County through its Public Works Department shall provide project management for the Contract inclusive of intergovernmental review and approval as required. In this capacity the Public Works Department shall review all ROW acquisition documents prior to final approval. With the exception of appraisal review, the County will strive to maintain a review turnaround time of thirty (30) days, but in no case shall review time be longer than forty-five (45) days.

2. Provide all necessary standard forms.
3. Provide one complete set of ROW maps of the project and plats along with legal
descriptions for each parcel to be acquired.

4. If Contractor requires the survey or staking of any parcel, it shall submit a written request to
the County specifying the project, parcel and exact area to be surveyed or staked, and shall
submit written permission from the landowner or other appropriate party to allow entry onto
the real property. The County may approve or deny such request. If approved, the County
shall provide such survey or staking in accordance with an agreed schedule.

5. Process and issue all requests for payment of agreed purchase prices for each parcel and
incidental expenses incurred in the transfer of property to the County.

6. Provide final approval for all offers to acquire each parcel, payments and title reports. County
will facilitate appraisal review and approval with other governmental entities. Approval by the
County of the appraisals, offers to acquire each parcel, payments, title reports or any other item
for which review or approval by the County is contemplated under the Contract shall not
constitute nor be deemed a release of the responsibility and liability of Contractor, its
employees, subcontractors, agents and consultants for the accuracy and competency of their
work, completion of any document, offer made or any other items required or associated with
the performance of the Contract, inclusive of any Work Order issued hereunder; nor shall such
approval be deemed to be an assumption of responsibility by the County for any defect, error
or omission in the performance of the Contract, inclusive of any Work Order issued hereunder.

E. **Compensation and Payment Schedule:**

Compensation for the Services provided by the Contractor shall be the fair and reasonable cost as
included in each Work Order and will be paid monthly in accordance with the amounts, terms, and
conditions as may be agreed upon in the Work Order based upon receipt of a correct invoice setting
forth the services rendered accompanied by financial ledger and other supportive documentation as
may be required by the County. Fees for special Commissioner’s Hearings and trial appearances shall
include all pre-hearing and/or pre-trial preparation, and appearances at hearings and/or trials as
deemed necessary by the County shall be included in such invoice. Unless otherwise directed in the
Work Order, all invoices shall be delivered to the Dallas County Public Works Property Division
Assistant Director, Dallas County Administration Building, 411 Elm Street, 3rd Floor, Dallas, Texas
75202.

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

F. **Progress:**
1. The Contractor shall develop and maintain a production reporting system tracking all critical events, both scheduled and actual, for each parcel on the project.

2. The Contractor shall report in a project meeting with the Property Division on the complete status of ROW production on the project at least twice a month, showing current status to overall project schedule, noting exceptions and suggesting actions required to correct schedule exceptions.

3. The Contractor shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the work.

4. At the request of the County or the Contractor, conferences will be held at a location designated by the County. Conferences shall also include evaluation of the Contractor’s services and work when requested by the County. Contractor will not be reimbursed for any travel expense for progress reports. In the event that a presentation requires the preparation of exhibits beyond those furnished in the normal course of business; such exhibits shall be treated as an amendment to the Work Order.

5. Should the County determine that the progress in production of work does not satisfy the work schedule, the County will review the work schedule with the Contractor to determine corrective action needed, which action shall be instituted by Contractor at its sole cost and expense. (Some work performed under the Contract is subject to review by the Texas Department of Transportation and/or the Federal Highway Administration.)

6. The Contractor shall promptly advise the County in writing of events, which have a significant impact upon the progress of the work, including but not limited to:

   a. Problems, delays, adverse conditions, which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by statement of the action taken or contemplated.
   
   b. Favorable developments of events which enable the Contractor to meet the work schedule goals sooner than anticipated.

G. Documents Incorporated:

All EXHIBITS attached hereto, EXHIBIT “A” through “E”, inclusive, are incorporated herein as if fully reproduced, word for word. Any additional requirement, minimum or maximum standard, Contract provision, warranty, covenant, condition or clause contained in such exhibits is incorporated herein as if fully reproduced herein, word for word. The County Real Estate Policy can be found on Dallas County’s Website at www.dallascounty.org, select County Code, Section _______.

V.
<table>
<thead>
<tr>
<th>EXHIBIT</th>
<th>ATTACHMENT</th>
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</thead>
<tbody>
<tr>
<td>&quot;A&quot;</td>
<td>RIGHT OF WAY CONTRACTOR RATING FORM</td>
</tr>
<tr>
<td>&quot;B&quot;</td>
<td>COUNTY'S M/WBE SPECIFICATIONS FOR BIDS/RFP'S</td>
</tr>
<tr>
<td>&quot;C&quot;</td>
<td>RIGHT OF WAY ACQUISITION SERVICES CONTRACT INDEFINITE QUANTITY</td>
</tr>
<tr>
<td>&quot;D&quot;</td>
<td>ASSURANCES</td>
</tr>
<tr>
<td>&quot;E&quot;</td>
<td>APPRAISAL STANDARDS</td>
</tr>
</tbody>
</table>
August 5, 2004

TO: Commissioners Court

THROUGH: J. Allen Clemson, Administrator

FROM: Rick Loessberg, Director of Planning & Development

SUBJECT: Request to Reauthorize Participation in Peninsula TIF District

BACKGROUND

In February 2000, the Commissioners Court authorized the County to participate in Grand Prairie’s Peninsula TIF District. Under the Court’s participation terms, the County would begin providing 72% of its increment if: (1) a master development agreement for a $100 million hotel/resort was executed by July 1, 2002, and (2) construction of the hotel/resort began by July 1, 2003.

However, despite extensive negotiations, it was not possible for the City of Grand Prairie to meet either requirement. As a result, the County never participated in this TIF district, and the authorization for such participation expired.

The City has continue to pursue this project, and now believes that such a hotel/resort may occur. Accordingly, the City has formally requested that the County consider reauthorizing its participation in this TIF district.

DESCRIPTION OF PENINSULA TIF DISTRICT

The Peninsula TIF District, which contain 3,579 acres on the western shore of Joe Pool Lake, is located in the both the far southwestern corner of Dallas County and the far southeastern corner of Tarrant County. The district was primarily created so that a major hotel/resort could be developed in the Dallas County portion and so that a 5800-home subdivision could be constructed in the Tarrant County portion. It has been projected that over a twenty-year period this district would help increase the area’s assessed valuation by about $1.6 billion (of which 43% would occur within Dallas County).

Because of the impact that a major hotel/resort could have on this portion of Dallas County, the development of this major hotel/resort was key to the County’s decision to participate in the district. In addition, given the characteristics of this project, it was also responsible for the County being able
to participate at 72% instead of 42% which is the maximum the County could have provided had this major component not existed.

It is presently anticipated that Wildflower Resort Company would build the hotel/resort, which would have 500 rooms, cost $220 million, and be operated as an Intercontinental Hotel/Resort. The City believes that it may be possible to execute a master developer agreement with Wildflower before October 2004 and that construction, which would take about twenty-four months to complete, could then start shortly thereafter.

So as to facilitate the development of this hotel/resort and the new subdivision, the TIF district is authorized to undertake the following public improvements:

<table>
<thead>
<tr>
<th>Project</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Conference Center</td>
<td>$20,000,000</td>
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<tr>
<td>Water/Sewer</td>
<td>$3,514,475</td>
</tr>
<tr>
<td>Storm Drainage</td>
<td>$978,586</td>
</tr>
<tr>
<td>Park</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Streets</td>
<td>$13,772,582</td>
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<tr>
<td>School Improvements</td>
<td>$13,000,000</td>
</tr>
<tr>
<td>Fire Stations/Public Safety</td>
<td>$33,000,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$86,541,000</strong></td>
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This project/finance plan is similar to the one that was in place in 2000 when the County originally considered participating in the district. The only significant difference between the current plan and the 2000 plan is that the current plan now contains a $33 million line-item for fire stations/public safety. This line-item was added a couple of years ago so that the City could provide adequate fire/police protection for the new subdivision that is being built (300 homes have already been built with construction occurring on another fifty). It will be completely financed from the City’s increment.

**IMPACT ON OPERATIONS/FINANCE**

The County is either currently participating in or has participated in twelve TIF districts. This is the first time that the County has been asked to reauthorize its participation in a TIF district; please note, though, that there is nothing in the County’s TIF policy that precludes the County from considering such a request.

When the County first considered participating in this district four years ago, 72% was the maximum contribution that it could make to this district under its TIF policy; such a contribution is still permitted if the County wishes to reauthorize its participation.
The County’s original participation decision also limited the County’s total contribution to no more than $2.55 million or twenty years, whichever came first. Such a limit would still provide the County with about $1 million in new revenue that would be retained over the projected twenty-year period, it would allow the County to end its participation early if higher-than-anticipated growth materialized, and it would limit the County’s participation in the event that growth does not approach projected levels. For these reasons, staff would propose retaining this twenty-year/$2.55 million limit if the County’s participation in the district is reauthorized.

It should be noted that when the County originally determined whether to participate in the district, it was the Hospital District’s formal policy to have the Commissioners Court determine whether the Hospital District should participate in any TIF district. Accordingly, when the Commissioners Court authorized the County’s participation in 2000 for the Peninsula District, it also authorized the Hospital District, subject to the same July 1, 2002 and July 1, 2003 performance conditions, to participate in the TIF district. However, last year, the Hospital District changed its policy such that it now determines whether it will participate in a TIF district and that when it does, it will only be for "unusual circumstances."

The City has indicated that it would like the Hospital District to also reauthorize its participation in the Peninsula District; in accordance with the Hospital District’s 2003 TIF policy, the City is working directly with the Hospital District on this matter.

RECOMMENDATION

It is recommended that the County reauthorize its participation in the Peninsula TIF District at a 72%, twenty-year/$2.55 million level, subject to a master agreement for the development of a $100 million hotel/resort being executed by July 1, 2005 and construction on the hotel/resort beginning by December 31, 2005, and that this participation begin in the year in which construction starts.

Recommended by:

J. Allen Clemson, Administrator

cc: Elizabeth Walley, City of Grand Prairie
    Ryan Brown, Budget Officer
    Virginia Porter, Auditor
    David Childs, Tax Assessor/Collector
    Liz McMullen, Hospital District
August 11, 2004

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Officer

FROM: Sarah L. Smaardyk
Budget & Policy Analyst II

SUBJECT: New Look Initiative – Reorganization of the Sheriff’s Office, Food Service Division

BACKGROUND
In FY1999, the Sheriff’s Office reorganized the Food Service Division in order to reduce expenditures and operate more efficiently. As part of that reorganization, the Sheriff’s Office now performs the following functions:

- Assembles all hot and cold trays at the West Tower rather than at Cook/Chill.
- Limits long-haul transport of food from Cook/Chill to the downtown area to bulk food only.
- Moves all tray cleanup and cart washing to the West Tower.

Under the reorganization in August 1999, the hours of operation at Cook/Chill were reduced and the number of staff was reduced. At that time, the Dietitian was reclassified as an Assistant Director of Nutrition and Processing. The Assistant Director became responsible for supervising food production at Cook/Chill.

As part of the Sheriff’s Office new look initiative, the Office of Budget and Evaluation has prepared a recommendation regarding the Captain position in the Food Service Division.

IMPACT ON OPERATIONS
The Food Service Division is responsible for the purchase, storage, preparation and delivery of all meals for inmates housed in the Dallas County jail facilities. Currently, all the meal preparation and cooking is done at Cook/Chill. Tray assembly, dishwashing and cart washing are done at the West Tower. In addition to food service, the management of the Food Service Division is responsible for the supervision of Laundry Services.

Current Operations
A Captain and two Assistant Directors manage the Food Service Division. These positions supervise a staff of 39. One Assistant Director supervises the staff located at the Central Kitchen, while the other Assistant Director manages the staff at the West Tower. The Assistant Director...
of Nutrition and Processing offices at the Central Kitchen. The Assistant Director of Operations works at the West Tower.

The Assistant Director of Operations is responsible for the following:

- Supervises the tray assembly.
- Manages the dishwashing.
- Directs the cart washing.

The Assistant Director of Nutrition and Processing performs the following functions:

- Develops menus.
- Evaluates nutritional standards.
- Works with the Buyer and Production Manager.
- Manages the day-to-day operations at Cook/Chill.

**Proposed Operations**
The Office of Budget and Evaluation and the Sheriff's Office recommend the deletion of the Captain position over the Food Service Division. It is further recommended that the Assistant Director of Nutrition and Processing be reclassified as the Director of Food Service. In addition to performing the current duties of the Assistant Director of Nutrition and Processing, the Director would manage the budget and supervise the overall operation of the Food Service Division and the Laundry Service Division.

**FINANCIAL IMPACT/CONSIDERATIONS**
The annual salary for a Captain, including benefits is $84,433. The current Assistant Director of Nutrition and Processing would be reclassified as the Director of Food Service, assumed to be a Grade K. The annual max in-hire salary would be $77,240, including benefits. The Food Service Division would save $64,678 annually by deleting one Captain position and reclassifying the Assistant Director of Nutrition and Processing position to the Director of Food Service.

**RECOMMENDATION**
The Office of Budget and Evaluation recommends deleting the Captain position in the Sheriff’s Office Food Service Division and reclassifying the Assistant Director of Nutrition and Processing as the Director of Food Service. The Office of Budget and Evaluation further recommends that the Human Resource/Civil Service Department review the Director of Food Service position for the appropriate classification. The annual savings of $64,678 should be applied to the new look compensation pool.
Management Job Description Form

Job Title: Director of Support Services or Director of Food Service

Reports to (Title): Chief Deputy, Inmate Housing

Pos. No: New

Department: Sheriff’s Department

Loc. Code: FLSA Code: E

Division: Food Service

Cservice Code: EEOC Code:

Summary of Functions:
Responsible for the management and control of all aspects of the Central Kitchen, Lew Sterrett Kitchen, and laundry operations regarding planning and budgeting, oversight of $7.2 million annual operating budget, purchasing, receiving, and storage of food and laundry products, menu development, modified and juvenile diet requirements, food and meal preparation and production of approximately 9 million meals per year, menu presentation, food, meal, and laundry delivery systems, sanitation, compliance with Texas Commission on Jail Standards, Texas Department of Health, and Texas Department of Human Services rules and regulations, personnel management, and security.

Management Scope: Supervises a staff of 39 full time employees and approximately 150 inmates. The Director is on-call 24 hours a day, seven days a week, 365 days per year.

Duties & Responsibilities:

<table>
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<th>% of Time</th>
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<tr>
<td>20%</td>
<td>E</td>
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<tr>
<td>15%</td>
<td>E</td>
</tr>
<tr>
<td>10%</td>
<td>E</td>
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</table>

(1.) Oversees and manages menu planning, analysis, evaluation, and documentation of menu plans for the Dallas County Jails and Juvenile facilities. Ensure meals are balanced, nutritious, and in compliance with applicable regulatory guidelines and Agencies including TCJS, NSLP/SPB, and USDA. Responsible for menu changes and substitutions as required. Works with medical personnel to insure that therapeutic and/or restrictive diets are in accordance with Doctors orders.

(2.) Responsible for managing the Central Laundry services for the jails and the Henry Wade Juvenile Facility. Insure the laundry supports the facilities seven (7) days per week, 365 days per year. Oversees and manages the Lew Sterrett Kitchen and Central Kitchen through subordinate personnel.

(3.) Oversees and manages the technical aspects of the sanitation and safety programs for the kitchens and laundry. Maintains, updates, and directs the HACCP program as required by USDA and TDH. Coordinates, directs, and organizes the TDH Food Protection Management Program. Provides informal and formal training.
(4.) Responsible for planning, preparation, and oversight of the $7.2 million annual operating budget. 10% E

(5.) Supervises staff which includes scheduling, performance evaluations, counseling, training, coaching, and disciplinary issues. 10% E

(6.) Oversees purchasing functions through subordinate personnel. Insures that products are in compliance with regulatory guidelines. Insures optimal utilization of warehouse space. Coordinates with County Purchasing for the purchase of contract items, prepares specifications, and manages annual contracts. 10% E

(7.) Reviews, authorizes, and/or prepares numerous daily, weekly, and monthly reports. Reviews incident, trusty removal, and staffing reports. Prepares cost benefit analysis, nutrition reports, and others as required. Supervises and reviews/approves billing reports for the NSLP/SBP programs for $400,000 plus per year generated revenues. Reviews and investigates inmate grievances, complaints, and concerns relating to food, nutrition, staff, and laundry issues. Formulate grievance responses. 10% E

(8.) Coordinates with Dallas County Facilities Maintenance for Scheduled maintenance and repair of the Central Kitchen, Lew Sterrett Kitchen, and Laundry facilities. Coordinates with Automotive Service Center and Sheriff’s Fleet staff for maintenance and repair of fleet vehicles. 5% E

(9.) Plans for critical/emergency situations including equipment failure and loss of utility services impacting food preparation, service, and laundry functions. Directs subordinates during critical situations. Coordinates with appropriate County Departments and/or outside agencies to insure all Food and laundry needs are met. Maintains contingency plans for emergency and critical situations. 5% E

(10.) Provide expert witness testimony to defend the County against law suits involving food and nutritional quality, quantity, preparation, sanitation, scheduling, and service. (as needed) E

(11.) Performs other duties as assigned. 5% N

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Minimum Requirements:
Education, Experience and Training:
Bachelor of Science in Dietetics, Nutrition, or related field. Registered Dietitian with the Commission on Dietetic Registration (current registration required), Licensed Dietitian (in the state of Texas), and
Registration as a Professional Sanitarian in the state of Texas (current registration required). Texas Department of Health Food Protection Management Certification/Re-certification Instructor status required. Seven (7) years institutional food service experience required, in a food service establishment serving 1,000 or more clients (corrections, hospital, school district, or military), which must include three (3) years management experience in a corrections (jail/prison) setting.

**Special Requirements:**
Computer competency including knowledge of word processing, spread sheets, and specialized nutrition software. Thorough knowledge of the Texas Food Establishment Rules (Texas state law governing food establishments), FDA Food Code, NSLP/SBP guidelines and requirements, and HACCP is required.

**Physical/Environmental Requirements:**
Normal office environment with some exposure to noise, cold, and/or heat in the kitchen and laundry areas.

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Prepared By: 

Approved By: 

Approved By:  
Supervisor/1st Level of Management  

Approved By: 
2nd Level of Management
August 12, 2004

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Officer

FROM: Greg Allbright
Budget and Policy Analyst

SUBJECT: Deletion of Public Defender from County Criminal Court #7

BACKGROUND
Judge Elizabeth Crowder, County Criminal Court #7, has requested the removal of one Public Defender from her court. (See attached) Currently, this court has two Public Defenders authorized for her court. There are no courts with plans to add Public Defenders, therefore one full time attorney position would be unassigned to a court. The purpose of this briefing is to make a recommendation concerning this request.

OPERATIONAL and FINANCIAL IMPACT
Judges are required to provide indigent defendants with an attorney. In Dallas County, judges have the option of appointing a Public Defender or a private attorney to be paid through the court’s budget. Through June 30, 2004, this court assigned the authorized Public Defenders 2,216 cases total or 1,108 per defender. During the same time period, this court assigned 50 cases to court appointed attorneys.

If one Public Defender were removed from this court, it would be expected to cost an additional $77,000 to be spent from this court.

| Table 1 |
|---|---|
| **Cost Associated with deletion of one Public Defender from County Criminal Court #7** |
| **Two Public Defender (12 months)** | **One Public Defender (12 months)** |
| Cases assigned to Court Appointed Attorneys | 66 | Cases assigned to Court Appointed Attorneys | 1,543 |
| Cost | $6,600 | Cost | $154,300 |
| Cases assigned to Public Defender | 2,954 | Cases assigned to Public Defender | 1,477 |
| Cost for two Public Defenders | $139,972 | Cost for one Public Defender | $69,986 |
| Total Indigent Costs | $146,572 | Total Indigent Costs | $224,286 |
| **Additional Costs** | **$77,714** |

411 Elm Street - 3rd Floor, Dallas Texas 75202-3340
(214) 653-6447 • Fax (214) 653-6517 • gallbright@dallascounty.org
RECOMMENDATION
The Office of Budget and Evaluation recommends the deletion of one Public Defender/Attorney 3, one of which is currently vacant.
July 21, 2004

Jeanette Green  
Chief Public Defender  
133 N. Industrial Boulevard, LB2  
Dallas, Texas 75207  

Dear Ms. Green:

I have received your letter dated July 20, 2004 and reviewed the applicable statutes regarding reimbursement by defendants of attorneys’ fees. I strongly disagree with your position that in order for the county to receive full reimbursement for attorneys’ fees the Court must appoint private attorneys instead of the Public Defender’s Office.

After reviewing the statutes and case law, I believe that the law permits the Court to require reimbursement of attorneys’ fees whether defendants are represented by the Public Defender’s Office or by private attorneys. I do not think that the legislature intended or the statutes require that defendants represented by the Public Defender’s Office be treated differently than defendants represented by appointed private counsel.

Although I strongly disagree with your interpretation of the law, I do not wish to argue the point. Based on your position, it is clearly no longer cost effective to rely on the Public Defender’s Office exclusively. It is with regret, therefore, that as of August 2, 2004, I will only require the use of one assistant public defender for County Criminal Court No. 7:

Sincerely,

[Signature]

Elizabeth Crowder  
Judge, County Criminal Court No. 7

cc: Judge Margaret Keliher  
Commissioner Jim Jackson  
Commissioner Mike Cantrell  
Commissioner John Wiley Price  
Commissioner Kenneth Mayfield  
Nancy Raine  
Ryan Brown  
Greg Allbright

133 North Industrial Blvd., LB-21, Dallas, Texas 75207 • Office (214)653-5660, Fax (214)653-5777
August 17, 2004

MISCELLANEOUS

1) **IT SERVICES** - requests approval to purchase 8 Full Locker Type CPU enclosures and Locking PC security cable kits for PC’s being deployed in Public Access areas at the George Allen Courts Building and Henry Wade Juvenile Justice Center at a cost of $250 each. These security cabinets will deter theft of the CPUs, monitors and keyboards as well as secure the CPU drives so that software cannot be uploaded or downloaded by citizens. Funding for this $2,000 request is available in the Major Technology Fund, Civil Courts Project, Hardware Budget, (195.8630.2002.92010).

2) **PLANNING & DEVELOPMENT (Replacement Housing Program)** - requests approval for a thirty-three day project extension to S.R.S.R., Inc. for the demolition and reconstruction project located at 512 Armstrong, Seagoville, Texas, (Bid #2004-048-1465). The contractor is requesting a thirty-eight day extension because of inclement weather (18 rain days in June), problems with the plumbing sub-contractor, delays in coordinating/obtaining inspections from the city and because of the delay with the electric meter hook-up. However, staff feels that thirty-three days is more appropriate and thereby recommends that final completion date of August 6, 2004 be accepted.

3) **COUNTY TREASURER** - requests approval to issue a check to Bank of America in the amount of $395,955.66 for the estimated contract adjustment for earnings credit deficit through July 2004. This payment has been incorporated into the Office of Budget and Evaluation’s projection for FY2004 expenditures. In the event the remainder of the contract period yields a positive balance, the County will be reimbursed the difference. Recommended by the Office of Budget and Evaluation with funding from Emergency Reserves.

4) **COUNTY JUDGE** - requests approval for the County January 2005, Blood Drive schedule.

(Please Refer to Information Item No. 3)
5) **ENGINEERING & PROJECT MANAGEMENT** - requests funding in the amount of $1,900 be authorized from Fund 126.0.0.2004 (Permanent Improvements, Year 2004) for the installation of an automated restroom door for the women’s restroom, basement level, 2377 Stemmons Freeway, adjacent to the Bio Safety Lab, in compliance with ADA/Texas Department of Licensing and Regulation requirements.

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

   a) to transfer $9,000 from the Emergency Reserves to the Commissioners Court Administrator Legislative Travel Account (00120.1020.04110.2004) for legislative travel expenditures above budget.

   b) to transfer $80,000 from Emergency Reserves to the Institute of Forensic Sciences-Criminal Investigation Laboratory to cover the increases in costs for Laboratory Supplies, Special Equipment Maintenance, and various other line items. This increase has been incorporated into the FY2004 Expenditure Projections.

   c) to transfer $1,500 from Family Court Services Salaries-Assistant to Family Court Services Employment Agencies to cover a temporary agency employee due to a vacant position.

   d) to transfer $185,000 from General Fund, Welfare, Salaries-Assistant, FY Budget 2004, (00120.2070.01020.2004) to General Fund, Welfare, Rental Assistance, FY Budget 2004, (00120.2070.05150.2004). The transfer is necessary to ensure that funds are available for the department to process welfare payment for the remainder of the fiscal year. The funds are available in the salary line item due to departmental managed salary lag. Recommended by the Office of Budget & Evaluation.

**TRAVEL REQUESTS**

7) **INSTITUTE OF FORENSIC SCIENCES** - requests approval for Jim Dempsey, Dr. Keith Pinckard, Cathy Causey Self, Dr. Timothy Sliter, and Dr. Elizabeth Todd to attend the LIMS Training in preparation for new Crime Lab and Medical Examiner Computer System Implementation in Mesa, AZ on August 20, 2004 through September 3, 2004: $4,616 is available in General Fund, Crime Lab Department, Business Travel Account, FY Budget 2004, (00120.3311.04010.2004).
8) **HEALTH & HUMAN SERVICES** - requests approval for:

a) David Buhner to attend the TDH Syndromic Surveillance Meeting in Austin, Texas on August 24-25, 2004: $185 is available in General Fund, Preventive Health Department, Travel Account, FY Budget 2004, (00120.5213.02460.2004).

b) Kathy Hankins to attend the TDH Syndromic Surveillance Meeting in Austin, Texas on August 24-25, 2004: $185 is available in Grant Fund, OPHP Bioterrorism Department, Conference Travel Account, FY Budget 2004, (00466.08723.02460.2004).

c) Alma Armendarez to train a nine-day “Introduction to STD Intervention” Course in Nashville, TN on September 19-30, 2004: $2,664.02 is available in Grant Fund, STD/HIV Prevention Training Department, Conference Training Account, FY Budget 2004, (00466.08709.02460.2004).

d) David Buhner to attend the meeting with Harris County Health Department Assistant Director Dr. Umair Shah in Houston, Texas on September 23, 2004: $258.20 is available in General Fund, Preventive Health Department, Travel Account, FY Budget 2004, (00120.5213.02460.2004).

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**EXCEPTION TO TRAVEL REQUESTS**

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

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**MISCELLANEOUS EQUIPMENT**

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>1035 Tax Assessor/Collector</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEMS:</td>
<td>1 - Acrobat Prof. 6-WIN-CLPGOV LEVEL F ($140)</td>
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<td>1 - Acrobat Professional 6-WIN-CDSET ($23)</td>
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<td></td>
<td>Shipping and Handling ($10)</td>
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<tr>
<td>ESTIMATED COST:</td>
<td>$173</td>
</tr>
<tr>
<td>FUNDING SOURCE:</td>
<td>Special Inventory Fund</td>
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<tr>
<td>EXPENDITURE SOURCE:</td>
<td>Special Inventory Fund</td>
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<td>PROPOSED ACTION:</td>
<td>The Tax Assessor/Collector requests authorization to purchase the above listed software. Recommended by the Office of Budget and Evaluation.</td>
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(2) DEPARTMENT: 3110  Sheriff’s Office, Executive Division
ITEMS: 2 - Printers ($470 each)
ESTIMATED COST: $940
FUNDING SOURCE: Major Technology Fund
EXPENDITURE SOURCE: 00195.0.02093.2003.0.92014 (Major Technology Fund, Computer Hardware Less Than $5,000, FY2003, Computer Replacement Equipment)
PROPOSED ACTION: The Sheriff’s Office, Executive Division, is requesting Commissioners Court approval to replace two printers. Currently, the printers do not work. Management Information Services has reviewed their request and determined that the Executive Division needs two replacement printers. Recommended by Management Information Services.

(3) DEPARTMENT: 3230  Constable Precinct 3, Constable Richardson
ITEMS: 1 - LCD Flat Panel Monitor
ESTIMATED COST: $410
FUNDING SOURCE: DDA
EXPENDITURE SOURCE: 00120.3230.02093.2004 (General Fund, Constable Precinct 3, Computer Hardware Less Than $5,000)
PROPOSED ACTION: Constable Richardson, Constable Precinct 3, is requesting Commissioners Court approval to utilize their DDA to purchase one LCD flat panel monitor. The LCD flat panel monitor will be used by the Constable Chief Clerk. Recommended by the Office of Budget and Evaluation.

(4) DEPARTMENT: 5216  TB Clinic
ITEM: 2 - Spot Vital Sign Monitors ($2,094 each)
ESTIMATED COST: $4,188
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 00120.5216.02090.2004 (General Fund, TB Clinic, Property less than $5,000, FY2004)
PROPOSED ACTION: Health and Human Services requests authorization to purchase two Spot Vital Sign Monitors and stands for the TB Clinic to make the patient assessment process more accurate by standardizing blood pressure and vital sign readout. As the TB Clinic is Parkland reimbursed, Parkland Officials have approved the purchase. Recommended by the Office of Budget and Evaluation.
DEPARTMENT: Breath Alcohol Program
ITEM: 1 - Intoxilyzer
ESTIMATED COST: $2,750
FUNDING SOURCE: Reserves and Contingency, Furniture & Equipment
EXPENDITURE SOURCE: 00120.3313.02090.2004 (General Fund, Breath Alcohol Program, Property less than $5,000, FY2004)
PROPOSED ACTION: The Institute of Forensic Sciences Breath Alcohol Program is requesting funding to replace an unserviceable intoxilyzer. Recently, the City of Cockrell Hill made available a lightly used intoxilyzer to the Breath Alcohol Program. This intoxilyzer is less than two years old and is expected to have a shelf-life similar to a new intoxilyzer. This is in lieu of a replacement intoxilyzer that the Breath Alcohol Program requested within their FY2005 Budget Requests which would normally cost $6,000. Recommended by Office of Budget and Evaluation.

TELECOMMUNICATIONS REQUEST

Health & Human Services M-0407016 requests to install a single-line in room 132 on the 1st floor to be used with a modem. Installation: $37.50; no monthly service increase. Recommended.

Tax Office - requests:
D-0407010 to install a data-line cable on the ground floor of the Records building to relocate the Inventory department. Installation: $41.50; no monthly service increase. Recommended.

D-0407011 to install a data-line cable on the 1st floor of the Records building room 9 to replace an existing mainframe terminal with a network drop. Installation: $41.50; no monthly service increase. Recommended.

Sheriff Central Intake - requests:
M-0407035 to replace existing multi-line phone in room B1012 with a multi-line with display to provide caller I.D. information. Equipment: $88.00; labor covered by contract; no monthly service increase. Recommended.
M-0407036 to replace existing multi-line phone in room B1041 with a multi-line with display to provide caller I.D. information. Equipment: $88.00; labor covered by contract; no monthly service increase. Recommended.

M-0407037 to replace existing multi-line phone in room B1130 with a multi-line with display to provide caller I.D. information. Equipment: $88.00; labor covered by contract; no monthly service increase. Recommended.

M-0407038 to replace existing multi-line phone in room B1130 with a multi-line with display to provide caller I.D. information. Equipment: $88.00; labor covered by contract; no monthly service increase. Recommended.

M-0407039 to replace existing multi-line phone in room B2095 with a multi-line with display to provide caller I.D. information. Equipment: $88.00; labor covered by contract; no monthly service increase. Recommended.

M-0407040 to replace existing multi-line phone in the intake section with a multi-line with display to provide caller I.D. information. Equipment: $88.00; labor covered by contract; no monthly service increase. Recommended.

254th District Court M-0407018 requests to replace the existing single-line phone on the Judges bench with a single-line speaker phone. Equipment: $42.00; labor covered by contract; no monthly service increase. Recommended.

District Court Administration M-0407021 requests to replace the existing multi-line phone with a multi-line with message waiting indicator. Equipment: $38.00; labor covered by contract; no monthly service increase.

Sheriff D-0407004 requests to install a coaxial cable on the 2nd floor to relocate an existing mainframe terminal. Installation: $82.50; no monthly service increase. Recommended.

District Attorney - requests:
M-0407013 & D-0407007 to install three phone lines and one data-line cable for three single-line phones and one network P.C. on the 11th floor of the FCCB. Equipment: $82.00; Installation: $112.50; no monthly service increase.

M-0407023 to replace an existing single-line phone with a multi-line phone in room C4-20. Equipment: $38.00; labor covered by contract; no monthly service increase.
Juvenile P-0407005 requests to install seven data-line cables in rooms E110, E112, E111 & E113 for the Charter school project. Installation: $620.49; no monthly service increase. Recommended.

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

Pagers

TB Clinic M-0408016 requests to provide a pager for the TB Medical Director. Monthly service increase: $2.75; Recommended.

Pagers are funded by the requesting department unless otherwise indicated.