DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

February 10, 2004

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Speakers ........................................... N/A

FIVE SIGNATURE DOCUMENT(s) FOR CONSIDERATION

Minister’s Letter of Appreciation

Letter to the Honorable Kathleen White

DATE(s) TO REMEMBER
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TO: THE HONORABLE COMMISSIONERS COURT
FROM: ZACHARY THOMPSON, DIRECTOR
HEALTH AND HUMAN SERVICES
DATE: FEBRUARY 10, 2004
CONTRACT FUNDS

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

The initial FY 2003-2004 Ryan White Title II award, in the amount of $2,188,325, was allocated as follows: $1,964,832 to be awarded to service providers; $29,000 for RWCNT Support (including staff salaries, benefits, equipment, and supplies); and $194,493 to DCHHS for administration (including staff salaries, benefits, equipment, and supplies).

Due to the inability of some service providers to fully spend their FY 2003-2004 Ryan White Title II award, funds in the amount of $76,900 are available for reallocation as presented in Attachment A.

On December 10, 2003, DCHHS issued competitive one-page request for proposals (RFP) to subcontractors who applied for and were awarded funding through the FY 2003-2004 Ryan White Title I, Title I MAL, and Title II RFP process. The total funds available under this RFP were $76,900 that included $53,900 in Drug Reimbursement and $23,000 in Dental Care. Proposals were due December 19, 2003. The proposals were reviewed and scored by an Internal Review Committee (IRC). DCHHS has reviewed the initial recommendations by the IRC and is making final recommendations for the award of contracts to Commissioners Court. Of the $76,900 available for reallocation, $24,000 is being recommended for award under this court order and the remaining $52,900 will be submitted under separate court order.
Commissioners Court
Page 2

Fiscal Impact
There is no fiscal impact on Dallas County.

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

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

Recommendation
It is recommended that the Dallas County Commissioners Court does hereby approve the reallocated funds from the FY 2003-2004 Ryan White C.A.R.E. Act Title II grant in the amount of $24,000 to service providers as presented in Attachment A, and authorize the County Judge to sign the contracts with the service providers on behalf of Dallas County.

RECOMMENDED BY: Zachary Thompson, Director
Department of Health and Human Services

c: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
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TO: COMMISSIONERS COURT

FROM: ZACHARY S. THOMPSON, DIRECTOR
HEALTH AND HUMAN SERVICES

DATE: FEBRUARY 10, 2004


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

The initial FY 2003-2004 Ryan White Title I award, in the amount of $13,205,009, was allocated as follows: $10,190,969 awarded to service providers; $871,521 awarded to service providers in Title I Minority AIDS Initiative (MAI); $60,000 for Program Support, $191,000 for RWPC Support (including staff salaries, benefits, equipment, and supplies), $25,000 for Needs Assessment, $660,250 to DCHHS for administration (including staff salaries, benefits, equipment, and supplies); $45,000 for Program Evaluation; $75,000 for Quality Management; and $1,086,269 for the AIDS Drug Assistance Project.

Due to the inability of some service providers to fully spend their FY 2003-2004 Ryan White Title I award in the amount of $398,000, unallocated funds in the amount of $125,044, and the reallocation of funds from the RWPC Support budget in the amount of $15,000 to direct services, a total of $538,044 is available for reallocation as presented in Attachment A.

On December 10, 2003, DCHHS issued competitive one-page requests for proposals (RFP) to subcontractors who applied for and were awarded funding through the FY 2003-2004 Ryan White Title I, Title I MAI, and Title II RFP process. The total funds available under this RFP were $538,044, which included $220,000 in Medical Case Management, $10,000 in Outpatient Medical Care, $124,000 in Drug Reimbursement, $42,000 in Food Pantry, $28,000 in Congregate Meals, $22,000 in Substance Abuse, $16,000 in Transportation, $16,000 in Client Advocacy, $5,000 in Case Management, $44,044 in Day/Respite Care of Infants, Children and Adolescents, and $11,000 in Outreach services. Proposals were

2377 Stemmons Freeway
Suite 200, LB-16
Dallas, Texas 75207-2710

Office (214) 819-1814
FAX (214) 819-6023
due December 19, 2003. The proposals were reviewed and scored by an Internal Review Committee (IRC). DCHHS has reviewed the initial recommendations by the IRC and is making final recommendations for the award of contracts to Commissioners Court. Of the $538,044 available for reallocation, $210,644 is being recommended for award under this court order and the remaining $327,400 will be submitted under separate court order.

**Fiscal Impact**

There is no fiscal impact on Dallas County.

**Operational Impact**

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

**Legal Impact**

The Dallas County Commissioners Court must approve the award recommendations and authorize the County Judge to sign the contracts on behalf of Dallas County.

**Recommendation**

It is recommended that the Dallas County Commissioners Court does hereby approve the reallocated funds from the FY 2003-2004 Ryan White C.A.R.E. Act Title I grant in the amount of $210,644 to service providers as presented in Attachment A, and authorize the County Judge to sign the contracts with the service providers on behalf of Dallas County.

RECOMMENDED BY:  

[Signature]

Zachary S. Thompson, Director  
Department of Health and Human Services

attachment

c:  
J. Allen Clemson, Court Administrator  
Virginia Porter, County Auditor
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01/30/2004 01:36 PM
TO: COMMISSIONERS COURT
FROM: Zachary Thompson, Director
       Health and Human Services Department
DATE: February 10, 2004
SUBJECT: 2004 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM

BACKGROUND

The Human Services Department has administered energy related grants from the Texas Department of Housing and Community Affairs (TDHCA) for the Commissioners Court for the past several years. One such grant, the Comprehensive Energy Assistance Program (CEAP), has been administered by Dallas County Health and Human Services Department since FY’93.

Officials from TDHCA have advised of the FY2004 CEAP Contract No. 582102 which has received funds in the amount of $2,203,539. The term of this Contract is January 1, 2004 through December 31, 2004.

FINANCIAL IMPACT

Of the $2,203,539, $115,977 is available for administrative costs, $139,171 for case management, $1,538 for training related travel, and $1,948,391 for direct client services, including support services. There is no financial impact to Dallas County.

OPERATIONAL IMPACT

The FY’04 program will be operated in essentially the same manner as the previous programs. Staff funded under this Contract include: one (1) CEAP program monitor; one (1) administrative assistant; one (1) administrative program assistant; two (2) eligibility referral specialists; one (1) clerk V; one (1) clerk IV; and two (2) receptionists/clerks. Health and Human Services Department caseworkers, and employees of external social services agencies will process applicants and clients in accordance with the program guidelines and regulations. A copy of the proposed operational budget for the program is attached.

LEGAL IMPACT

Contract number 582102 between the Texas Department of Housing and Community Affairs and Dallas County requires the signatures of the Count Judge. TDHCA plans to execute the FY2004 CEAP contracts electronically.
RECOMMENDATION

It is recommended that the Commissioners Court does hereby approve the FY2004 Comprehensive Energy Assistance Program (CEAP) Contract with the Texas Department of Housing and Community Affairs in the amount of $2,203,539, and authorize the County Judge to electronically sign the related contractual documents on behalf of Dallas County.

Recommended by:  
Zachary Thompson, Director

ZT: djb
attachments

c:  J. Allen Clemson, Court Administrator  
Virginia Porter, County Auditor  
Ryan Brown, Budget Officer
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM
ATTACHMENT A - BUDGET

SUBRECIPIENT NAME: DALLAS COUNTY DEPT. OF HUMAN SERVICES
CONTRACT NUMBER: 582102
ALLOCATION YEAR: 584
ALLOCATION PERIOD: 01/01/2004 - 12/31/2004

DEPARTMENT FINANCIAL OBLIGATIONS

$2,203,539.00 CEAP FUNDS CURRENTLY AVAILABLE
1538.00 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

$2,203,539.00 TOTAL ANTICIPATED CEAP FUNDS
1538.00 TOTAL ANTICIPATED TRAINING TRAVEL ALLOWANCE FUNDS

BUDGET FOR AVAILABLE ALLOCATIONS

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<tr>
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<td>Direct Services</td>
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Subrecipient's service area consists of the following Texas counties: Dallas County

Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 5.00% of the contract expenditures, excluding Training/Travel costs.

Case Management costs are limited to 6.00% of the contract expenditures excluding Training/Travel costs. Direct Services Support costs are limited to 5.00% of total Direct Services expenditures.

Subrecipient may adjust dollar amounts within the following components at levels not to exceed 10% of said components. Energy Crisis (may not exceed 10% of Direct Service dollars expended), Co-payment, Elderly/Disabled (may not exceed 50% of Direct Services dollars expended), Heating/Cooling Systems (may not be less than 20% of Direct Services dollars expended) and Direct Services Support (may not exceed 5% of Direct Services dollars expended).

Department's prior written approval for purchase or lease of equipment with an acquisition cost of $5,000 and over is required. Approval of this budget does not constitute prior approval.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.
Subrecipient is limited to only budget revision request during the first 6 months of the Allocation Period. A second and final budget revision must be received by the Department on or before October 31, 2004.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with "Direct Service Support" funds or other funds.

Effective Date of Budget: 01/01/2004
MEMORANDUM

TO: Commissioners Court

FROM: Virginia Porter, County Auditor

DATE: February 4, 2004

RE: Credit Card Convenience Fee

Background
The Commissioners Court was briefed on December 9, 2003 regarding options to migrate from credit card authorization/settlements as contracted through Texas Local Interactive (TLI) to a county managed process with Bank of America as the processing bank.

Dallas County will assume responsibility for data collection by managing web services in-house and contracting with Bank of America for routine banking services. Accordingly, authorization for assessing a convenience fee for the various types of transactions changes from collection services by third party to Internet convenience.

Phase I of the migration to county managed credit card activity is limited to the applications currently in place. Most activity is related to taxpayer payments submitted over the Internet from a remote location, but minimal activity is generated by Dallas County employees entering the credit card transaction for the citizen. Generally, a 3% collection fee is added to the credit card transaction by TLI. That collection fee is settled directly to TLI by the banks and not receipted by the County. Upon implementation of credit card processing for the auto-cite program, the Court waived all credit card convenience fees for JP Central Collections.

Other counties report the acceptance of credit cards over the Internet through a third party and charge fees of 2-5%. Harris County manages the collection process in-house similar to the Dallas County program and charges 2.15% only on Internet payments of property tax. Visa cards are not accepted.

Legal
Various laws govern authority for charging a convenience fee in addition to other costs for payment by credit card or electronic means. The Civil Section of the District Attorney's office has reviewed applicable laws and participated in bank contract negotiations. Bank of America lawyers have provided information regarding merchant agreements with the contract providers.

LGC 132.007 as amended 9/1/03 provides for a county to charge a reasonable fee for services over the Internet.

LGC 132.002 provides for a county to collect and retain a fee for processing by credit card.

509 Main Street, Room 407  Dallas, Texas 75202-3548  214-653-6472
FAX 214-653-6440
February 4, 2004
Credit Card Convenience Fee
Page 2

LGC 132.003 provides for a county to set a processing fee that is reasonably related to the expense incurred in processing the payment by credit cards; however, the fee may not exceed $5 per payment transaction or 5% of fee/court cost being paid.

LGC 130.045 provides that if a Tax Assessor-Collector accepts credit cards, he may establish a reasonable fee for processing payment, but not to exceed 5% of the fee or tax.

Visa merchant agreements allow for the inclusion of a convenience fee if more than one payment channel is used by a company and all users of a single payment channel receive similar benefits and incur the same fixed charge. MasterCard merchant agreements are similar to Visa except that a flexible percentage rate is allowed.

Financial
Banking fees approved with the Bank of America contract are approximately 2%. County cost associated with web portal management and cash management are approximately 1%. The convenience fee added to all Internet activity by TLI is 3%.

Projected card volume based on history and an average 3% fee:
(*approximately ½ the activity is attributable to auto-cite activity)

<table>
<thead>
<tr>
<th></th>
<th># Trans</th>
<th>Annual Amount</th>
<th>Average</th>
<th>3%</th>
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<td>16,000</td>
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<td>700,000</td>
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<td>1,808</td>
<td>54.24</td>
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</table>

A fixed dollar cost of $5 for judicial applications and $55 for property tax would generate approximately the same revenue as a 3% fee.

Available Options:

1. Continue waiving convenience fee for all auto-cite transactions.
2. Approve waiving convenience fee for “walk-up” customer transactions where a County employee actually submits the transaction over the Internet.
3. Establish two fixed rates for service over the Internet - $55 for property tax and $5 for other judicial records. The following are relative to processing payment by credit card but do not necessarily apply to Internet convenience.
   a) Tax Assessor-Collector has legal authority to set a reasonable fee for payment of taxes by credit card
   b) Statutorily “non-property tax” fees for processing payment by credit card may not exceed $5.00
February 4, 2004
Credit Card Convenience Fee
Page 3

4. Establish a uniform fixed rate for service over the Internet.
5. Establish a percentage rate of 5% or less. (The bank contract anticipates collections using Visa and MasterCard.)
6. Waive all convenience fees at the onset of this new process or during a later phase

Summary
Although LGC 132 establishes authority for a county to set a processing fee for payment by credit cards, the card merchant agreements specifically prevent setting a fee for processing payment by cards. The statutes and card merchant agreements do allow for a convenience fee for services over the Internet. Average costs for processing by the county’s collection vendor were $55 for tax accounts and $5 for other accounts.

We request the Court’s decision in establishing a credit card or Internet processing fee.

cc: Lisa Hembry, County Treasurer
    David Childs, Tax Assessor-Collector
    Ryan Brown, Budget Director
    Bob Schell, Chief Civil DA
DALLAS COUNTY
COUNTY AUDITOR

February 3, 2004

Memorandum

To: Commissioners Court
From: Virginia A. Porter
County Auditor

Subject: Change Fund Increase Request

On December 17, 2003, our office received a request from the Tax Assessor-Collector Accounting Manager to increase all substation change funds and the downtown change fund by $500 each. Currently, eight (8) of the substations have $1,500 change funds each while the remaining substation has a $1,000 change fund. The downtown office has a $4,900 change fund with $2,000 in coins locked in the safe, $1,300 assigned to the registration clerks, $800 assigned to the title and sales tax clerks, and $800 assigned to the property tax clerks.

Each motor vehicle and property tax clerk maintains a separate cash drawer with separate autonomous accountability of allocated change amount. A higher beginning change fund amount for each drawer will increase accountability by reducing the need to make change with others throughout early morning. In addition, the Accounting Manager has indicated change is sometimes made from the previous business day’s sealed deposit envelope increasing the risk for deposit shortages.

We have reviewed and analyzed various information for the months of December 2002, January 2003, and October 2003 daily cash and check deposits for each substation and the downtown location. Cash payments for property tax collections peak in December and January of each year. Cash payments for individual registration renewals are constant throughout the year with March and April being peak months. In addition, we have calculated a risk factor for each location. We have considered:

- missing deposits and bank shortages which occurred during FY2003
- the Tax Office’s policy of requiring the office manager, assistant managers, cashiers, and/or clerks to make up shortages
- the $5,000 deductible for the Tax Office’s “Commercial Crime Policy for Public Employee Dishonesty”
- Local Government Code, § 130.902 (b) which requires the bond of the public official to cover the official’s responsibility for the correct accounting and disposition of the change fund
- daily teller overages/shortages
Commissioners Court – Tax Office Change Fund Increase  
February 3, 2004  
Page 2

- Registration, Title, and Sales Tax (RTS) deposits from the downtown location not being sent to the depository bank for two business days after the original receipt date
- large number of tele-orders (requests for change from the bank which results in a debit against the bank account requiring a subsequent deposit for the same amount) being requested by most substations

While we do not concur with the Accounting Manager that the new process of substations posting property tax payments directly to the UGSA system has resulted in a larger number of cash deposits by the substations, we do agree that a large number of cash payments for registration renewals at most of the substations require more change to be on hand and that a larger change fund will increase accountability with the individual tellers.

We recommend that all substations excluding the Richardson substation receive a $500 increase in their respective change funds with the requirement that tele-orders be eliminated or reduced to no more than twice monthly. We do not recommend an increase in the downtown change fund until the cash portion of RTS receipts are deposited the following business day.

cc: Honorable David Childs
February 4, 2004

TO: The Honorable Commissioners Court

FROM: Robbie Placino, Senior Buyer

SUBJECT: Bioterrorism Preparedness & Response Grant

BACKGROUND/ISSUE
On September 9, 2003, the Commissioners Court at their regularly scheduled sessions approved Court Order No. 2003-1641 for the Texas Department Health Contract #756009056 2004, Office of Public Health Practice – Public Health Preparedness and Response for Bioterrorism. It is the request of Health and Human Services to create an open Purchase Order for Nextel Communication Cellular Phone Service which has been budgeted in the “Other” line item in this TDH BT Grant Court Order.

Prior to deciding to proceed with Nextel Communications, HHS staff discussed the needs with the County’s Radio Communication Manager, who indicated that the Dallas County Radio channels are at the maximum capacity and no secured channels was available strictly for the Bioterrorism Preparedness and Response Grant. One important feature that Nextel Communications offer is a superior edge over other competitors whose infrastructure of phone network and data network are separate. Thus, if the phone network fails, it will not impact the data netowrk operations and communication is enabled virtually at all times.

FINANCIAL IMPACT
The open Purchase Order amount is requested for $12,000.00.

RECOMMENDATION
The Department of Health and Human Services is requesting that the Dallas County Commissioners Court authorize the issuance of an open Purchase Order to Nextel Communications for cellular phone service.

The Purchasing Department respectfully submits this matter to the Commissioners Court for its consideration.

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

RECOMMENDED FOR APPROVAL:

Phillip Vasquez, Purchasing Director
Overview of Need

Dallas County Department of Health and Human Services is requesting continuation of Nextel Services for emergency response for Bioterrorism events. DCDHHS will require Nextel Communication services and need an open P.O. in the amount of $12,000 for these communication services.

Justification

One of the most important feature that Nextel Communication offers is an integrated walkie-talkie interface with the cellular service which is critical during emergencies when phone lines are down. The other advantage is that Nextel's network is comprised of three layers, ie. Radio Frequency, Transport and Switch Layers. Additionally, this system was the only wireless carrier that was functional during the 9/11 crisis-mainly due to the Nextel Direct Connect feature that allows reliable communication between agencies, during emergencies, especially when phone lines are down.

In comparison to other like systems (AT&T and Verizon Communications), Nextel has the edge because of a superior network infrastructure where phone network and data network are separate. Thus if there is a cellular network failure it will not impact the data network operations and therefore communication is enabled virtually at all times. (See attached comparison/advantages of Nextel Communication)

Prior to the deciding to proceed with Nextel Communications, HHS staff discussed the needs with Mark Wearhersby, Radio Communications Manager, who indicated that the Dallas County Radio channels are at the maximum capacity and no secured channels was available strictly for the Bioterrorism Preparedness & Response grant.

Rate Plan

Dallas County Department of Health and Human Services has selected the National Shared Value 500 plan which is a competitive pricing based on its Public Sector rate plans. (See attached Rate Plan Schedule)

Budget

Funds for the services has been budgeted in the “Other” line item in the TDH BT Grant-Court Order No. 2003 1641 and has been budgeted in grant number 08723/2004, line item 07213.
ORDER NO. 2003 1641

DATE: SEP - 9 2003

STATE OF TEXAS $

COUNTY OF DALLAS $

BE IT REMEMBERED, at a regular meeting of Commissioners Court of Dallas County, Texas, held on the 9th day of September, 2003, on motion made by Mike Cantrell, Commissioner of District No. 2, and seconded by John Wiley Price, Commissioner of District No. 3, the following Order was adopted:

WHEREAS, on September 2, 2003, the Texas Department of Health (TDH) Contract #7560009056 2004, Office of Public Health Practice - Public Health Preparedness and Response for Bioterrorism, Attachment #13 was briefed in Commissioners Court; and

WHEREAS, Attachment #13 provides $2,017,868 for salaries and fringes (includes 33 full-time positions, and cost-sharing for the Chief Epidemiologist in the amount of $20,000), and add (1) one SNS Coordinator's position; $65,003 for travel, $500,816 for equipment (see attached list), $49,651 for supplies; $700,000 for contractual, $56,463 for other, and $158,421 for indirect; and

WHEREAS, the term of this attachment is September 1, 2003 through August 31, 2004.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court does hereby approve the Texas Department of Health Contract #7560009056 2004, Office of Public Health Practice - Public Health Preparedness and Response for Bioterrorism, Attachment #13, and authorizes the County Judge to sign the contract and all related documents on behalf of Dallas County.

DONE IN OPEN COURT this the 9th day of September, 2003.

Margaret Keliher, County Judge
Jim Jackson, District #1
Mike Cantrell, District #2
John Wiley Price, District #3
Kenneth A. Mayfield, District #4

Recommended by: Betty Cutbreath, Director
SECTION I. SCOPE OF WORK:

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

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

The focus areas include the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PERFORMANCE MEASURES:

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

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

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

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

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

SECTION II. SPECIAL PROVISIONS:

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

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

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

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**TOTAL DIRECT CHARGES** $3,389,801.00  
**INDIRECT CHARGES** $158,421.00  
**TOTAL** $3,548,222.00

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

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

* Equipment list attached.

Based on UGMS, indirect cost may be recovered up to 10% of the direct salary and wage costs of providing the service (excluding overtime, shift premiums, and fringe benefits).
**DETAILS OF ATTACHMENTS**

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**Totals** | $10,407,964.00 | $ 0.00 | $10,407,964.00

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.
The Texas Department of Health, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

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

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

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

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

**PERFORMING AGENCY:**

DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: Margaret Kalisher, County Judge  
(Name and Title)

Date: September 9, 2003

RECOMMENDED:

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

**RECEIVING AGENCY:**

TEXAS DEPARTMENT OF HEALTH

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

Date:  

Cover Page 1
**Nextel Public Sector Accounts Rate Plan Guide**

State of Texas Discount: 10%

**September 2003**

James Woods
Call: (972) 860-5742
Fax: (972) 919-2129

James Woods
jwoods@nextel.com

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**NATIONAL PLANS, continued**

Include Nationwide Long Distance

**Nextel National Shared Value Plans**

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<th>Monthly Access</th>
<th>Discounted Monthly Access</th>
<th>Cellular Minutes</th>
<th>Cellular Service Agreement</th>
<th>Direct Connect Minutes 1</th>
<th>Group Direct Connect Minutes 1</th>
<th>Minutes that Share</th>
<th>Nights &amp; Weekends 1</th>
<th>Long Distance 1</th>
<th>Two-Way Messaging</th>
<th>Voice Mail</th>
<th>Caller ID</th>
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<td>National Shared Value Add-On Plan 12</td>
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<td>$18.00</td>
<td>0</td>
<td>One Year</td>
<td>40c</td>
<td>15c</td>
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<td>0</td>
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<td>$5.002</td>
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<td>National Shared Value 300 Plan</td>
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<td>250c</td>
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<tr>
<td>National Shared Value 500 Plan</td>
<td>$49.99</td>
<td>$44.99</td>
<td>500</td>
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<td>150c</td>
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</tbody>
</table>

**LOCAL PLANS**

Use Nextel’s unique walk-and-take feature, to get the information you need at the push of a button.

**Nextel Get Right Through Plans**

<table>
<thead>
<tr>
<th>RATE PLANS</th>
<th>Monthly Access</th>
<th>Discounted Monthly Access</th>
<th>Cellular Minutes</th>
<th>Cellular Service Agreement</th>
<th>Direct Connect Minutes 1</th>
<th>Group Direct Connect Minutes 1</th>
<th>Minutes that Share</th>
<th>Nights &amp; Weekends 1</th>
<th>Long Distance 1</th>
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<th>Voice Mail</th>
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<tr>
<td>Local Get Right Through 50 Plan</td>
<td>$33.99</td>
<td>$32.39</td>
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<td>50c</td>
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<td>Local Get Right Through 500 Plan</td>
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**Nextel Government Local Shared Plans**

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<tr>
<th>RATE PLANS</th>
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<th>Cellular Service Agreement</th>
<th>Direct Connect Minutes 1</th>
<th>Group Direct Connect Minutes 1</th>
<th>Minutes that Share</th>
<th>Nights &amp; Weekends 1</th>
<th>Long Distance 1</th>
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<tr>
<td>Government Local Shared 100 Plan</td>
<td>$24.99</td>
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<td>Government Local Shared 400 Plan</td>
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<tr>
<td>Government Local Shared 700 Plan</td>
<td>$49.99</td>
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**Blackberry Plans**

<table>
<thead>
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<th>RATE PLANS</th>
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<th>Cellular Minutes</th>
<th>Cellular Service Agreement</th>
<th>Direct Connect Minutes 1</th>
<th>Group Direct Connect Minutes 1</th>
<th>Minutes that Share</th>
<th>Nights &amp; Weekends 1</th>
<th>Long Distance 1</th>
<th>Two-Way Messaging</th>
<th>Voice Mail</th>
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<tbody>
<tr>
<td>BlackBerry Nationwide Unlimited Plan</td>
<td>$29.99</td>
<td>$27.99</td>
<td>Unlimited</td>
<td>One Year</td>
<td>Unlimited</td>
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<tr>
<td>BlackBerry Nationwide Free Incoming Plan</td>
<td>$50.99</td>
<td>$49.99</td>
<td>Unlimited</td>
<td></td>
<td>N/A</td>
<td></td>
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1. Cellular calls round to the second after the first minute.
2. All plans require a one- or two-year service agreement as noted, except for exempt customers (i.e., certain customers with separate contractual obligations with Nextel).
3. All Direct Connect minutes round to the second.
4. Direct Connect and Group Connect charges are calculated by multiplying the minutes of use, number of participants, and the applicable rate.
5. Nationwide Direct Connect calls are charged to the call initiator, use Direct Connect minutes in your plan and incur an additional charge of either (i) $0.15c per minute, multiplied by the number of participants, or (ii) a monthly flat fee for unlimited access. Requires a data-capable phone. Nationwide Direct Connect does not apply to Group Connect. Nextel’s Nationwide Network serves 26 of the top 300 markets.
6. Included Direct Connect minutes can be used for Group Connect.
7. No overage charges.
8. Customers cannot purchase the Nationwide Shared Value Add-On plan as a stand-alone plan. A customer must purchase at least one Nationwide Shared Value Plus 300 or 600 plan to purchase the Add-On plan.
9. Two-way messaging + $5 with the purchase of any Nationwide Shared Value Plan if purchased by 9/25/03.
10. Additional Bonus minutes (cellular minutes offer valid through 12/4/06). Bonus minutes good for the life of the plan.
12. Nextel also imposes a Federal Program Cost Recovery (FPCCR) fee of $1.86 or $2.42. The FPCCR is not a tax or government imposed charge. The fee is charged for one or more of the following: ESFIL, number porting and wireless number portability.

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Pg. 3 9/3/2003
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>NO. OF UNITS</th>
<th>UNIT COST</th>
<th>EXTENSION</th>
</tr>
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<tbody>
<tr>
<td>001</td>
<td>Modular Furniture Set: 30&quot;x60&quot; desk w/typewriter return; high back desk chair; 1 side arm chair; 1-3 to 5 shelved file cabinet.</td>
<td>10</td>
<td>1,500.00</td>
<td>$15,000.00</td>
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<tr>
<td>002</td>
<td>Dell Dimension 8300 Series Workstation: Pentium 4 Processor at 2.80 GHz w/800MHz front side bus; 256MB Dual Channel DDR SDRAM at 400MHz; 19&quot; M992 Monitor; 64MB DDR NVIDIA GeForce MX Graphics Card w/TV-Out; 60GB Ultra ATA/100 7200RPM Hard Drive; MS Windows XP Professional; Integrated Intel PRO 10/100 Ethernet; 16 Max DVD-ROM Drive; Integrated 5.1 Audio w/Dolby Digital 5.1 capability; HK-395 Speakers w/subwoofer; MS Office XP Professional; 3yr limited warranty = 3yr on-site service; RealOne Player w/14 day SuperPass trial; 4x CD-RW Drive w/Roxio's Easy CD Creator.</td>
<td>17</td>
<td>1,925.00</td>
<td>$32,725.00</td>
</tr>
<tr>
<td>003</td>
<td>HP TX100T Tablet PC w/Crusoe 1GHz CPU; 256MB of RAM (256 MB Fixed w/1 slot for Expansion) upgradable to 768MB (24MB are reserved for processor usage); 30GB Hard Drive; 10.4 TFT XGA wide viewing angle, hard tempered cover glass; Nvida GeForce2Go w/16MB SDRAM, fast switch between portrait or landscape modes; Lithium Ion prismatic battery; 1 Type II PC Card slot and 1 Type II CF slot; support for multibay drives w/optional Tablet PC docking station; Compaq Premier sound for enhanced stereo audio; integrated stereo speakers; USB 2.0; integrated 56k/92 modem and 10/100BT Ethernet NIC; internal mini-PCI 302.11b card w/fully integrated dual mode (2.4 &amp; 5GHz) antennae.</td>
<td>2</td>
<td>4,892.00</td>
<td>$9,784.00</td>
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<tr>
<td>004</td>
<td>Adobe Acrobat Reader 6.0 License.</td>
<td>1</td>
<td>2,200.00</td>
<td>$2,200.00</td>
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<tr>
<td>005</td>
<td>Dell Latitude C640: Mobile Pentium 4 Processor, 2.0GHz w/14.1&quot; SXGA+ display; 256MB DDR SDRAM, 2 DIMMS; 30GB Hard Drive. 9.5MM: MS Windows 2000, service pack 2; internal 56k modem; 24-10-24X CD-RW; 90W AC Adapter w/power cord; 8-cell lithium-ion battery; nylon carrying case; 3yr parts-onsite labor; McAfee Virus Scan 6.01.</td>
<td>8</td>
<td>1,686.00</td>
<td>$13,488.00</td>
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<tr>
<td>006</td>
<td>Polycom SoundStation Premier: alphanumeric keypad; 300-2200 Hz audio bandwidth; adjustable to 89db at 1/2 meter peak volume speakers; 2-wire RJ-11 analog PBX or public switched telephone network interface; 110 VAC, 60Hz, 25W power requirements; 1yr warranty.</td>
<td>3</td>
<td>800.00</td>
<td>$2,400.00</td>
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<tr>
<td>007</td>
<td>Brinkman Eppendorf Multipurpose Centrifuge (refrigerated) Model 5810R: 11V, 60HZ, 450W; 14,000rpm; 4x250ml; 1-99 min. in 1 min.; intervals, and hold; 71W x61D x33H cm (28 x 24 x 13 in.); 99kg (218 lbs); Microfuge Rotor for centrifuge w/adapters and covers.</td>
<td>1</td>
<td>9,465.00</td>
<td>$9,465.00</td>
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<td>008</td>
<td>Mixer Mill Type MM301: Item #20741004; 120V 50/60 Hz, w/ US Plug.</td>
<td>1</td>
<td>6,705.00</td>
<td>$6,705.00</td>
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<tr>
<td>009</td>
<td>Leeds Instruments, Inc. SZX-FO Stereo Microscope Zoom Body; SZX-FO Focusing Unit; SZX-B130 Binocular Observation Tube 30 Degree eyepiece inclination; WH510X-10; 10X High Eyepoint Stereo Eyepiece, F.N., 22 focusing, dioptrter adjustment + 5 accepts eyepiece reticle, 24mm, 1.5mm thickness; articulating microscope stand for wall mounting; diagnostic mount; universal ring light for SZX w/vertical exit; fiber optic light source.</td>
<td>1</td>
<td>6,179.00</td>
<td>$6,179.00</td>
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Equipment List Page 1
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
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<tr>
<td>010</td>
<td>Dell Dimension 8300 Series Computer: Pentium 4 Processor at 3GHz with 800MHz front side bus; 256MB Dual Channel DDR SDRAM at 40MHz; 17&quot; E772 Monitor; 64MB DDR NVIDIA-GeForce MX Graphics Card with TV-Out; 60GB Ultra ATA/100 7200RPM Hard Drive; sound card; 2066 Speakers; integrated Intel PRO 10/100 Ethernet; 56K PCI Data/Fax modem; Dell SecurityCenter by McAfee, 90 day intro offer; 48X CD-RW Drive w/Roxio’s Easy CD Creator; Dell Picture Studio, Image Expert Standard; MS Windows XP Professional; MS Office XP Small Business; 3yr limited warranty + 3yr on-site service; RealOne Player w/14day SuperPass trial.</td>
<td>1</td>
<td>$1,716.00</td>
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<tr>
<td>011</td>
<td>Sandall Drop-in Frost Top Cold Table: Model #9843SCA, 90 day labor warranty std.; 1 yr parts and compressor warranty std.; 5yr compressor warranty.</td>
<td>1</td>
<td>$1,861.00</td>
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<td>012</td>
<td>BioMedical Solutions, Inc. Environmental Growth Chamber: DROS33SD-1: level 1 capacity, 25ft/707 liters; ext: 33x29x79; int: 29x25x55; 6 shelves, 1 light above each shelf; HP: 1/3; shipping wt: 35lbs.; level 1-combines have glass doors for light penetration; interior door lights w/on/off switch and RH meter; pan of water can be placed on stainless steel bottom of the chamber for moisture. DROS33SD-2: level 1 capacity 25ft/707 liters; ext: 33x29x79; int: 29x25x55; 3 shelves; 1 light above each shelf; HP: 1/3; shipping wt: 350lbs.; level 2-chambers have solid doors w/one clock controlled light per shelf and an RH meter; pan of water can be placed on stainless steel bottom of chamber for moisture.</td>
<td>1</td>
<td>$11,600.00</td>
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<tr>
<td>013</td>
<td>Ultra Low Freezer -85C and storage drawers; SLT-13V-85A (115V, 60Hz, 1 Phase); UFD-442: drawer rack only, 22&quot; x 7/16&quot; x 5 1/2&quot; for 2&quot; boxes, holds 16 boxes; UFD-442-100: drawer rack w/box and divider (100 cell), 22&quot; x 9 7/16&quot; x 5 1/2&quot;, holds 16 boxes.</td>
<td>1</td>
<td>$6,916.00</td>
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<tr>
<td>014</td>
<td>Iridium Motorola 9505 Portable Satellite Phone: smaller and lighter; packed w/features, yet simple to use; quick access interface; water, shock &amp; dust resistant for rugged environments; data capable-use satellite phone to transmit data w/optional RS232 adapter; IrDA Port (for future applications); 21 Language Choices for Prompts; Viracall Alert; Illuminated Holographic display; color-silver.</td>
<td>3</td>
<td>$1,395.00</td>
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<tr>
<td>015</td>
<td>In Focus LP 240 LCD Projector, 1000 max ANSI lumens, 1300 max ANSI lumens, 400:1 contrast ratio, replacement lamp, Samsonite ultralight compact, VGA extension bundle.</td>
<td>2</td>
<td>$1,729.00</td>
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<td>016</td>
<td>Tomometer: KOWA HA-2, hand held.</td>
<td>1</td>
<td>$769.00</td>
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<td>017</td>
<td>Welch-Allyn Suresight Auto Refractor: data acquisitions-measures and averages 5-8 readings/eye; sphere +/-6.0 to -5.0 diopters; cylinder +/- diopters; repeatability measures-indicates number of, and variation among measurements for the given eye; 2.5 lbs; 14&quot; working distance; batter life more than 3 hours of continuous usage; indicates-15 minutes usage remains.</td>
<td>1</td>
<td>$4,495.00</td>
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<tr>
<td>018</td>
<td>Dell workstation: Dimension 8300 Series, Intel Pentium 4 Processor at 2.6GHz; 256MB DDR at 400MHz (311-3000); 17&quot; M782 Monitor; 64MB GeForce MX Graphics Card w/TV-Out; 40GB Ultra ATA/100 Hard Drive; 7200RPM; MS Windows XP Professional, Service Pack 1; Dell Application Back-up CD; Dell Support 2.0 for Dimension 8300; Intel Pro 100M integrated PCI NIC Card; 56K PCI Teleplay modem for Windows; 48X Max Variable CD-ROM Drive; Factory Installed Audio; SoundBlaster Live! w/5.1 Support; HD-395 speakers; MS Office XP; MusicMatch 7.1 x Basics; Dell Picture Studio Image Expert Standard; Dell Picture Studio Pint ShopPro Try.</td>
<td>19</td>
<td>$1,712.00</td>
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2
<table>
<thead>
<tr>
<th>Code</th>
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<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>019</td>
<td>Hewlett Packard Color LaserJet 4600n network printer: up to 17 ppm color and 17 ppm black and white output; tru 600x600dpi w/HP Imageret 2400 for crisp text, bold graphics, vivid images; fast 400MHz processor and 96MB memory provides improved printing performance for the most complex color files; PCL6, PCL5c and Postscript 3 emulation; intuitive LCD control panel displays text and graphics.</td>
<td>1</td>
<td>$2,225.00</td>
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<tr>
<td>020</td>
<td>Novell ExteNd 4.1 &amp; Prior Enterprise Server for NT Bundle 1-CPU e-License and Novell ExteNd 4.1 Enterprise Server for NT Bundle 1-CPU maintenance.</td>
<td>1</td>
<td>$95,000.00</td>
<td>$95,000.00</td>
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<td>021</td>
<td>Oracle 9i Database Enterprise Edition, License, Product Support, CD Pack for Linux, Intel, Software Updates.</td>
<td>1</td>
<td>$97,600.00</td>
<td>$97,600.00</td>
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<tr>
<td>022</td>
<td>Comtex Communications Police/Fire Communications Systems, commandstar lite desktop console 4 channels, dual channel control module with display, DC control for up to 4 channels, Gooseneck microphone for desktop console, punch down block, 100' of cable, 15ft Telco cable, headset jackbox, noise cancelling monaural with mic, headset module base amplifier, labor to install console, n male connectors, UHF connectors, UHF to mini UHF adapters, Motorola 4 channel mobile radio, power supply, mounting brackets for antennas, controllers for radios to console.</td>
<td>1</td>
<td>$24,000.00</td>
<td>$24,000.00</td>
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<tr>
<td>023</td>
<td>County Standard Notebook: Intel Pentium III; 256MB RAM; 3Com 10/100 PCI Ethernet Network Interface Card PCMCIA integrated; 20GB Minimum, ATAPI, IDE 32x speed or faster; 14&quot; minimum active matrix VGA color display w/8MB or greater VRAM an 64-vti graphics accelerator; lithium ion battery; built-in touch pad; APM compatible power management of individual devices; dual compartment padded nylon carrying case designed for notebooks; MS Windows 98.2 Edition; MS Windows 2000; McAfee VirusScan; MS Office Standard 97; MS Office Standard 2000; Corel WordPerfect 8.0, 3 year on-site 24 hour response.</td>
<td>8</td>
<td>$2,800.00</td>
<td>$22,400.00</td>
</tr>
<tr>
<td>024</td>
<td>County Enhanced Desktop: Intel Pentium III, 2 PCI slots; 512MB RAM; 3Com 10/100 PCI ethernet network interface card w/RJ45 Connector; 40GB Minimum; ATAPI, IDE 40x speed or faster; 17&quot; non-interfaced VGA, flat screen; 26 dot pitch, 1024x768 @75Hz; 5-Outlet SurgeMaster Power Center; 3yr on-site, 24 hour response; MS Windows 98, 2nd Edition; MS Windows 2000; McAfee VirusScan; MS Office Standard 97; MS Office Standard 2000; Corel WordPerfect-includes hardware, installation, 3 year on-site 24 hour response.</td>
<td>19</td>
<td>$2,271.00</td>
<td>$43,149.00</td>
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<tr>
<td>025</td>
<td>Nikon SMZ-800 Zoom Stereo microscope w/camera port: P-BT Binocular eyepiece tube; C-10x Widefield wypieces, F.N. 25mm, 30mm diameter accepts 22mm reticle; F-1xPlan Achromat objective; P-IBSS Beamsplitter, 2 positions; C-Boner ARM-B: Bood Stand; Light Source, ACE,EJA; universal Ringlight, 1 year warranty on all electrical.</td>
<td>1</td>
<td>$4,276.00</td>
<td>$4,276.00</td>
</tr>
<tr>
<td>026</td>
<td>Dell Database Server: PowerEdge 6650 1.9GH/1MB Cache Xeon, Redundant Power, Dual Processors 1.9GH/1MB Cache, Intel Xeon, 8GB DDR RAM; 73GB 15K RPM Ultra 320 SCSI Hard Drive, PowerEdge PERC3 DC, 128MB, 2 Internal Channels, w/documentation, Dell OpenManage Kit; Oracle 91 RAC, w/Linux 2.1 ADV SVR; Dell Remote Access Card 3 w/56K Actintec Modem; Digital Video Disk Drive, 4.7GB, IDE internal; 73GB 15K RPM Ultra 320 SCSI Hard Drive; AR1RS Add-In RAID 1/RAID; Rapid Ralls, PE6650; Same day 4 hour 7x24 parts and labor on-site response, initial yr. on-site installation.</td>
<td>1</td>
<td>$19,052.00</td>
<td>$19,052.00</td>
</tr>
<tr>
<td>027</td>
<td>HIN Modular Furniture Set, flagship Series Pedestal &quot;R&quot; pull mobile.</td>
<td>2</td>
<td>$3,320.00</td>
<td>$6,640.00</td>
</tr>
<tr>
<td>028</td>
<td>Motorola XTS 3000 800MHz Portable Radio, digital or analog, conventional or trunking, encryption, APCO project 25 capable. 12.5. 25/30 kHz channel spacing, VHF, UHF, three position toggle switch, high quality error corrected digital voice, high speed and embedded digital signaling (ASTRO), adaptive power control, extended battery life.</td>
<td>6</td>
<td>3,500.00</td>
<td>$21,000.00</td>
</tr>
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</tbody>
</table>

**TOTALS** $500,816.00

*Items may be brand name, if specified, or equivalent.*
February 10, 2004

TO:       The Honorable Commissioners Court
FROM:     Scott McDowell, Senior Buyer
SUBJECT:  Exemption to Dallas County Purchasing Policies and Procedures to Purchase an Upgrade to the Security Access Control and CCTV Systems at the Institute of Forensic Sciences Facility

BACKGROUND/ISSUE

On August 25, 1998 the Dallas County Commissioners Court awarded Bid No. 98-304, Security System Upgrade, for the Institute of Forensic Sciences to Dallas Security Systems. This contract was to upgrade the existing camera security system at the Institute and to install an access control system. The contract was a turnkey project and included a provision to provide off-site monitoring. Since the completion of this contract, Dallas Security Systems has provided off-site monitoring services and has maintained the control access system as well as the CCTV system.

The Institute of Forensic Sciences now requires additional upgrades to the access control and CCTV systems and is requesting that Dallas Security Systems perform the work in order to maintain the integrity of the system. The cost to perform these upgrades totals $17,595.00 and includes the purchase of six (6) cameras, one (1) monitor, one (1) digital recorder, one (1) PC and various lenses, housings, connectors and cables. The cost also includes upgrading the firmware of the DSX access system control panels. All of the upgraded equipment will be wired and integrated into the existing system. The cost of all the equipment includes twenty-four (24) hour replacement warranty which is guaranteed by Dallas Security Systems.

Dallas County could purchase the equipment from other sources for about $2,500 less, but the equipment would not include the twenty-four (24) hour replacement warranty. Purchasing equipment from other sources might cause problems associated with the access control and CCTV system maintenance and warranty processes. It is important that the Institute have only one source to handle everything associated with the system operation, warranty and maintenance.

FINANCIAL IMPACT

The cost of the upgrades is $17,595.00 and funding is available in the 2002 Major Technology Fund.

RECOMMENDATION

The Institute of Forensic Sciences has requested that the control access and CCTV security
system upgrade be performed by the same vendor who originally upgraded their system and who monitors their system in order to maintain the integrity of the system and eliminate the possibility of warranty repair problems. The security system is critical to the accreditation status of the Institute. The Purchasing Department, in conjunction with the Institute of Forensic Sciences recommends that the Commissioners Court approves exempting the $15,000 limit from the County’s Purchasing Policy and Procedures for this single purchase.

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/sm
DALLAS COUNTY
PURCHASING DEPARTMENT

February 10, 2004

TO: The Honorable Commissioners Court
FROM: Linda Boles, Purchasing Supervisor
SUBJECT: Request for Proposals for Bank Depository Contract for Dallas County Child Support, RFP #2002-029-1035

Background/Issue
On March 19, 2002, the Commissioners Court awarded the aforementioned proposal to Bank of America for the period of March 5, 2002 through March 4, 2004. The contract provides, upon mutual consent by all parties, the option to extend the contract for an additional twelve month period. As a result of Bank of America’s compliance with contract requirements, the Dallas County Child Support Division is requesting that the County exercise the extension option contained with RFP #2002-029-1035.

Bank of America has agreed to extend their contract with the County for an additional twelve month period based on the terms, conditions and pricing currently set forth in their executed contract.

Financial Impact
Expenditures resulting from this contract are projected at approximately $50,000.00 with payments being paid, when available, through investment credits. However, the department budgets approximately $36,000 annually to offset expenditures not covered through investment credits.

Insurance and M/WBE (EEO1) Compliance
Bank of America has on file current insurance certificate coverage that complies with the contract requirements set forth for RFP #2002-029-1035. In addition, Bank of America has provided Dallas County with an updated EEO1 form for the Commissioners review (see attached).

Recommendation
It is the recommendation of the Purchasing Department, in conjunction with the County’s Child Support Division, that RFP #2002-029-1035 as awarded to Bank of America be extended for an additional twelve month period beginning March 5, 2004 through March 4, 2005.

Should the Court concur with this recommendation a Court Order will be scheduled for the next available court session.

Recommended for Approval by:

Phillip J. Vasquez, Purchasing Director

C: Angela Ingrisan, Child Support Administrator
Ron MacKay, District Courts Administrator
File
January 30, 2004

Ms. Linda Boles
Purchasing Supervisor
Dallas County
613 Records Building, 6th Floor
Dallas Texas 75202

Subject: Bank Depository Contract for Dallas County, Solicitation #2002-029-1035

Dear Ms. Boles:

Please accept this letter as your official notification that Bank of America, N.A. is pleased to offer a one-year extension to the existing Bank Depository Contract for Dallas County Child Support due to expire March 4, 2004. The extension shall become effective on March 5, 2004 and expire March 4, 2005. The terms, conditions and pricing previously agreed to in the Depository Contract effective March 5, 2002 will continue to be guaranteed to the County for the term of the extension.

As requested, we have attached an updated EE01 form and current copies of insurance certificates that meet the requirements set forth in Solicitation #2002-029-1035.

If agreeable, please signify by forwarding to me an executed extension order by the Dallas County Commissioners Court.

We appreciate our valuable relationship and look forward again to the next twelve-month period.

Sincerely,

Frank Osiodi
Vice President

attachments
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Check One:  
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- Women-Owned Firm Certification #  
- Non-Minority Owned Firm

Signature: Debra Cyganek  
Typed Name and Title: Debra Cyganek  
Sr. Compliance Officer
February 10, 2004

TO: The Honorable Commissioners Court

FROM: Linda Boles, Purchasing Supervisor

SUBJECT: Request for Proposals for Substance Abuse Treatment Services for Dallas County Divert Court Program, RFP #2003-035-1268

Background/Issue
On February 4, 2003, the Commissioners Court awarded the aforementioned proposal to four (4) firms for the period of March 1, 2003 through February 28, 2004. The County contracts with professional firms to provide in and out patient substance abuse treatment and counseling services to adult offenders evaluated to be chemically dependent and charged with a state jail felony possession of a controlled substance. The Texas Commission on Alcohol and Drug Abuse (TCADA) must license agencies and facilities providing these services to Dallas County. Supervision counselors must be licensed chemical dependency counselors by TCADA and follow TCADA guidelines and procedures. In addition and upon mutual consent by all parties, the contract has the option to extend the contract for an additional twelve month period. As a result of each firm’s compliance with contract requirements, the Divert Court Program is requesting that the County exercise the extension option contained with RFP #2003-035-1268.

The four awarded firms (First Step Counseling, Turtle Creek Manor, Homeward Bound, Inc. and Nexus Recovery Center) have all agreed to extend their contracts with the County for an additional twelve month period based on the terms, conditions and pricing currently set forth in their awarded contracts.

Financial Impact/Program Efficiency
A breakdown of expenditures and clients served under this program during FY03 is as follows:

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<th>Total Expenditures</th>
<th>Clients Served</th>
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<td>COG grant (residential treatment)</td>
<td>$57,214.00</td>
<td>31</td>
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<tr>
<td>NorthStar (non-residential)</td>
<td>$ 8,359.00</td>
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Of the thirty-one (31) individuals who received residential treatment under the grant program, 26 individuals completed the program successfully, 8 individuals were discharged for the program due to technical violations and new offenses.

Statistics show that of the nine (9) individuals that received non-residential treatment, four graduated successfully, four are still active in the program and 1 was unsuccessfully discharged from the program.

Insurance and M/WBE (EEO1) Compliance
Records indicate that each of the four firms have current insurance certificate coverage that complies with the contract requirements set forth for RFP #2003-035-1268. In addition, all the firms have provided Dallas County with an updated EEO1 form for the Commissioners review (see attached).
Recommendation

It is the recommendation of the Purchasing Department, in conjunction with the County’s Divert Court Program, that RFP #2003-035-1268 as awarded to First Step Counseling, Turtle Creek Manor, Homeward Bound, Inc. and Nexus Recovery Center be extended for an additional twelve month period beginning March 1, 2004 through February 28, 2005.

In addition and as a result of the 2004 calendar year being a leap year, the Purchasing Department further recommends that Award Court Order #2003-0239 (dated February 6, 2003) be amended to reflect a contract period of March 1, 2003 through February 29, 2004 to ensure that any and all services that may be performed on February 29, 2004 are paid in accordance with the set forth rates and without delays.

Should the Court concur with this recommendation a Court Order will be scheduled for the next available court session.

Recommended for Approval by:

[Signature]
Phillip J. Vasquez, Purchasing Director

C: The Honorable John Cruezot, Judge
   Carol Todd, Divert Court
   File
EXTENSION
SUBSTANCE ABUSE TREATMENT SERVICES
OPERATIONS AGREEMENT
FOR
DALLAS COUNTY DIVERT COURT PROGRAM
AND
TURTLE CREEK MANOR, INC.

This contract extension is entered into by and between Dallas County DIVERT Court Program, hereafter referred to as “DIVERT,” and Turtle Creek Manor, Inc., 3511 N. Hall St., Suite 210, Dallas, TX. 75219-5406, hereafter called the “VENDOR.” As provided in the Request for Proposal for Contract Services, Number 2003-035-1268, DIVERT exercises its option to extend the original agreement, hereinafter referred to as the “AGREEMENT.” The AGREEMENT, original made and entered into by the parties on February 28, 2003, now includes all subsequent amendments and extensions thereto.

The term of the AGREEMENT is hereby extended (renewed) through this said addendum. The subparagraph, entitled TERM found on Page One of the said AGREEMENT, under APPOINTMENT OF VENDOR; TERM is hereby revised to read:

The AGREEMENT shall begin March 1, 2004, and shall terminate February 28, 2005. Beginning January 1, 2005, Dallas County, Texas, will request proposals from qualified firms, individuals, groups and/or organizations to provide Substance Abuse Treatment Services for the DIVERT Court Program.

Under Vendor Rates in Article I of RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES of the AGREEMENT is hereby amended to reflect the following wording:

DIVERT agrees to make payments to VENDOR for the delivery of services at a rate of $55 per day for intensive residential; $30 per day for residential (Half-Way House); $32 per hour for individual counseling; and $11 per hour for group counseling from March 1, 2004, through February 28, 2005. VENDOR agrees to the rates for residential, outpatient group, and individual counseling sessions as set forth in the original AGREEMENT for substance abuse services.

Except for the revised term, all provisions of the AGREEMENT between parties dated February 28, 2003, are hereby ratified and remain in full force and effort.

Entered into this extension of the “AGREEMENT” and signed this 5th day of January, 2004.

By: John Creuzot, Judge
    Project Director

By: Robert P. Stewart d.b.a.
    Turtle Creek Manor, Inc.
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Check One:
- Minority-Owned Firm Certification #
- Women-Owned Firm Certification #

Issued by NCTRCA

Signature/Date: Reta J. Krueger 01/07/04
Typed Name and Title: Reta J. Krueger Human Resource
EXTENSION
SUBSTANCE ABUSE TREATMENT SERVICES
OPERATIONS AGREEMENT
FOR
DALLAS COUNTY DIVERT COURT PROGRAM
AND
FIRST STEP COUNSELING

This contract extension is entered into by and between Dallas County DIVERT Court Program, hereafter referred to as “DIVERT,” and First Step Counseling, 219-B Sunset Ave., Ste. 101, Dallas, TX. 75208, hereafter called the “VENDOR.” As provided in the Request for Proposal for Contract Services, Number 2003-035-1268, DIVERT exercises its option to extend the original agreement, hereinafter referred to as the “AGREEMENT.” The AGREEMENT, original made and entered into by the parties on February 28, 2003, now includes all subsequent amendments and extensions thereto.

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Except for the revised term, all provisions of the AGREEMENT between parties dated February 28, 2003, are hereby ratified and remain in full force and effort.

Entered into this extension of the “AGREEMENT” and signed this ___ th day of January, 2004.

By: John Creuzot, Judge
Project Director

By: Sergio Perez d.b.a.
First Step Counseling
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| Check One:          | Minority-Owned Firm Certification # | Issued by NCTRCA | Signature/Date: | Typed Name and Title: |
|                     |                                      |                  |               | SERGEO PÉREZ |
|                     |                                      |                  |               | EXECUTIVE DIRECTOR |

5 OF 7
EXTENSION
SUBSTANCE ABUSE TREATMENT SERVICES
OPERATIONS AGREEMENT
FOR
DALLAS COUNTY DIVERT COURT PROGRAM
AND
NEXUS RECOVERY CENTER

This contract extension is entered into by and between Dallas County DIVERT Court Program, hereafter referred to as “DIVERT,” and Nexus Recovery Center, 8733 LaPrada Drive, Dallas, TX. 75228, hereafter called the “VENDOR.” As provided in the Request for Proposal for Contract Services, Number 2003-035-1268, DIVERT exercises its option to extend the original agreement, hereinafter referred to as the “AGreement.” The AGREEMENT, original made and entered into by the parties on March 1, 2003, now includes all subsequent amendments and extensions thereto.

The term of the AGREEMENT is hereby extended (renewed) through this said addendum. The subparagraph, entitled TERM found on Page One of the said AGREEMENT, under APPOINTMENT OF VENDOR; TERM is hereby revised to read:

The AGREEMENT shall begin March 1, 2004, and shall terminate February 28, 2005. Beginning January 1, 2005, Dallas County, Texas, will request proposals from qualified firms, individuals, groups and/or organizations to provide Substance Abuse Treatment Services for the DIVERT Court Program.

Under Vendor Rates in Article I of RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES of the AGREEMENT is hereby amended to reflect the following wording:

DIVERT agrees to make payments to VENDOR for the delivery of services at a rate of $64 per day for intensive residential; $158 per day for the Women and Children’s Program; $32 per hour for individual counseling; and $11 per hour for group counseling from March 1, 2004, through February 28, 2005. VENDOR agrees to the rates for residential, outpatient group, and individual counseling sessions as set forth in the original AGREEMENT for substance abuse services.

Except for the revised term, all provisions of the AGREEMENT between parties dated March 1, 2003, are hereby ratified and remain in full force and effort.

Entered into this extension of the “AGREEMENT” and signed this 7th day of January, 2004.

By: John Creuzot, Judge
Project Director

By: A. Rebecca Crowell d.b.a.
Nexus Recovery Center
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Issued by NCTRCA

Signature/Date: A. Rebecca Crowell, Executive Director
EXTENSION
SUBSTANCE ABUSE TREATMENT SERVICES
OPERATIONS AGREEMENT
FOR
DALLAS COUNTY DIVERT COURT PROGRAM
AND
HOMEWARD BOUND, INC.

This contract extension is entered into by and between Dallas County DIVERT Court Program, hereafter referred to as “DIVERT,” and Homeward Bound, Inc., 233 W. 10th St., Dallas, TX. 75208, hereafter called the “VENDOR.” As provided in the Request for Proposal for Contract Services, Number 2003-035-1268, DIVERT exercises its option to extend the original agreement, hereinafter referred to as the “AGREEMENT.” The AGREEMENT, original made and entered into by the parties on February 28, 2003, now includes all subsequent amendments and extensions thereto.

The term of the AGREEMENT is hereby extended (renewed) through this said addendum. The subparagraph, entitled TERM found on Page One of the said AGREEMENT, under APPOINTMENT OF VENDOR; TERM is hereby revised to read:

The AGREEMENT shall begin March 1, 2004, and shall terminate February 28, 2005. Beginning January 1, 2005, Dallas County, Texas, will request proposals from qualified firms, individuals, groups and/or organizations to provide Substance Abuse Treatment Services for the DIVERT Court Program.

Under Vendor Rates in Article I of RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES of the AGREEMENT is hereby amended to reflect the following wording:

DIVERT agrees to make payments to VENDOR for the delivery of services at a rate of $90 per day for detoxification; $55 per day for intensive residential; $32 per hour for individual counseling; and $11 per hour for group counseling from March 1, 2004, through February 28, 2005. VENDOR agrees to the rates for residential, outpatient group, and individual counseling sessions as set forth in the original AGREEMENT for substance abuse services.

Except for the revised term, all provisions of the AGREEMENT between parties dated February 28, 2003, are hereby ratified and remain in full force and effort.

Entered into this extension of the “AGREEMENT” and signed this ___ day of January, 2004.

By: John Creuzot, Judge
Project Director

By: Douglas Denton d.b.a.
Homeward Bound, Inc.
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Signature/Date: [Signature] 1-13-06

Typed Name and Title: Douglas W. Denton, Executive Director
February 10, 2004

TO: The Honorable Commissioners Court

FROM: Mary Stephens, Buyer

SUBJECT: Amendment – Annual Contract for Laboratory Testing Services – Bid No. 2001-196-974

Due to the time frame, this item is being briefed on the same day the Court Order is schedule.

/ms
TO: The Honorable Commissioners Court
FROM: Mary Stephens, Buyer
SUBJECT: Amendment – Annual Contract for Laboratory Testing Services - Bid No. 2001-196-974

BACKGROUND/ISSUE
Dallas County Commissioners Court, at their regularly scheduled session held on September 23, 2003, authorized the extension of Bid No. 2001-196-974, Annual Contract for Laboratory Testing Services, as awarded to Laboratory Corporation of America for the period of October 1, 2003 through September 30, 2004. The contract provides routine laboratory-testing services for the Medical Examiner and Health and Human Service Department.

Texas Department of Health has informed Dallas County Department of Health and Human Services they will not be able to perform routine laboratory testing services for clients with the Hansen Disease effective February 1, 2004. The following is a list of tests performed by TDH.

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<tr>
<th>Test Code</th>
<th>Test Description</th>
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<tr>
<td>002014</td>
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<tr>
<td>001917</td>
<td>G-6-PD Quant, Blood +RCB</td>
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<td>008607</td>
<td>Occult Blood (Stool)</td>
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<td>005280</td>
<td>Reticulocyte Count</td>
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<td>Sensitivity Organism #1</td>
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<td>140103</td>
<td>Testosterone, Free and Total</td>
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<td>004226</td>
<td>Testosterone, Serum</td>
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<tr>
<td>008847</td>
<td>Urine Culture, Routine</td>
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These tests are not listed on the Annual Contract for Laboratory Testing Services, Bid No. 2001-196-974. Dallas County Department of Health and Human Services will be required to contract for patient laboratory tests at a local level beginning February 1, 2004. Dallas County Department of Health and Human Services is requesting that Bid No. 2001-196-974 be amended to include the above referenced tests to Bid No. 2001-196-974.

FINANCIAL IMPACT
Dallas County would incur an estimated 10% ($3,976.00) in expenditures. The contract is valued at $39,763.19. Funds are available in Fund 466, Grant 08705, FY 2004, Hansen’s Disease Program.

RECOMMENDATION
In accordance with Local Government Code 262.031 (a) (b), “Changes in Plans and Specifications”, the Purchasing Department, in conjunction with the Dallas County Health and Human Services request that the Dallas County Commissioners Court authorizes the modification of Bid No. 2001-196-974, Annual Contract for Clinical Laboratory Testing Services to include the above listed tests to be added to the Annual Contract for Laboratory Testing Services.

Should the Court concur with this recommendation, a Court Order has been prepared for this agenda.

Approved by:

[Signature]
Phillip J. Vasquez, Purchasing Director

509 Main Street, Suite 623
Dallas, Texas 75202-4616
6th Floor Records Building
Office (214) 653-7431
January 30, 2004

Ms. Mary Stephens
Budget Office
Dallas County Health and Human Services Administration
2377 North Stemmons Freeway
Dallas, Texas 75207

Dear Ms. Stephens:

As of February 1, 2004, Dallas County Health and Human Services must initiate a contract to provide local laboratory services for clients of the Hansen’s Disease Program.

If you have any questions, please contact Ms. Virginia Enriquez at (512) 458-7447.

Sincerely,

[Signature]

Charles E. Wallace, Ph.D., M.P.H.
Acting Director
Hansen’s Disease Program
Tuberculosis Elimination Division

CEW:KH:ve
AMENDMENT TO
CONTRACT FOR CLINICAL LABORATORY TESTING SERVICES

This Amendment to the Contract for Clinical Laboratory Testing Services Agreement is entered into and is effective the 1st day of February, 2004 by and between Dallas County (hereinafter referred to as "Dallas County") and Laboratory Corporation of America (hereinafter referred to as "Contractor") and is intended by the parties hereto to modify the Contract for Clinical Laboratory Testing Services 2001-196-974 effective the 1st day of October, 2001 (hereinafter referred to as "Agreement").

Contractor and Dallas County hereby agree to modify the agreement as follows:

1. All fee schedules shall be deleted and replaced by the attached Exhibit A which shall become a part of Agreement and incorporated therein.

2. Except as specifically modified by this Amendment, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

Laboratory Corporation of America                                      Dallas County

BY: ______________________                                          BY: ______________________
TITLE: VP/CM                                          TITLE: ______________________
DATE: 1/27/04                                          DATE: ______________________
WITNESS: _______________                                          WITNESS: ______________________
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### EXHIBIT A

#### FEES

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For the Services ordered by Dallas County and performed by Contractor that are not set forth above, Dallas County agrees to pay the fees set forth in Contractor's current Professional Fee Schedule, as modified from time to time by Contractor, less a 40% discount on all discountable items. Contractor reserves the right to add any Service to the non-discountable list.
To: Commissioners Court

From: Mike Griffiths, Juvenile Services Director

Date: February 4, 2004

Subject: Renewal of Agreement for Receipt of USDA-Donated Commodities for School Year 2004-2005

BACKGROUND

The County has historically had agreement with the Texas Department of Human Services (TDHS) for the National School Lunch/Breakfast Program (NSL/BP). This agreement reimburses the County part of the cost of providing meals in the Juvenile Department's residential facilities. We expect to generate approximately $800,000 in revenue from this contract during the 2004-2005 contract period.

The NSL/BP agreement requires the County to enter into a separate contract to receive commodities. In 1999 we entered into a permanent agreement that requires only an updated application toward the end of each program year. The current year (School Year 2003 - 2004) ends June 30, 2004. The purpose of this briefing is to present the application for commodities agreement renewal and make a recommendation on its approval.

IMPACT ON OPERATIONS

The National School Lunch/School Breakfast program is a federal program, administered in our state by the Texas Department of Human Services, to reimburse schools and residential child care institutions for the cost of providing meals to low-income children. Dallas County receives reimbursement for both the meals provided by the Sheriff's Central Kitchen operation and the meals cooked at the on-site kitchen at the Youth Village.

The commodities agreement requires that all donated goods received by the County go toward meals prepared for eligible children. Since the Sheriff's Central Kitchen operation prepares the same meals for adults and children, we cannot use goods received under the commodities agreement for meals served at the Detention Center, Marzelle C. Hill Transition Center, Letot Center, or Youth Academy. We can only use them at the Youth Village, which still prepares evening meals for their residents and the adjacent Lyle B. Medlock Treatment Facility residents.
The Juvenile Department can select from a list the commodities most useful to the Youth Village and Lyle B. Medlock Facility, such as frozen meats, fruit juice, flour, rice, canned and frozen vegetables. The agreement does not guarantee that we will receive any specific goods, only that the Juvenile Department is eligible when the items become available.

LEGAL INFORMATION

We provided this agreement and reference documentation on February 3, 2004 to Bob Schell of the District Attorney's Office for review. The National School Lunch/Breakfast Program contract requires that the County also sign a commodities agreement.

FINANCIAL IMPACT

The County expects to receive approximately $11,000 worth of commodities through this agreement between July 1, 2004, and June 30, 2005. Any donated goods received through the commodities agreement will decrease County funds needed for meals. In FY '03, the Youth Village spent $243,596 to provide meals for Youth Village and Medlock Facility. This cost includes groceries (for suppers prepared at Youth Village, milk and snacks) and Sheriff Department's Central Kitchen breakfasts and lunches.

RECOMMENDATION

The Juvenile Department recommends that the attached "Application and Agreement for Receipt of USDA-Donated Commodities" be approved and that the County Judge be authorized to sign the contract update and related application materials.

Respectfully submitted,

[Signature]

Mike Griffiths
Juvenile Services Director
Background
The Commissioners Court Administration Department requests approval of the attached DDA Plan. On January 14, 2003, Commissioners Court approved the revised DDA guidelines, per Court Order 2003-0057. Pursuant to Commissioners Court direction, Allen Clemson has submitted the DDA plan for Commissioners Court Administration to the Human Resources/Civil Service Department for review and submission to Commissioners Court for approval.

Operational Impact
Approval of this plan will afford the department the opportunity to reward employees for their performance, expand their knowledge, and provide employees an incentive to improve operations.

Financial Impact
Approval of this request will not result in additional financial cost to Dallas County.

Recommendation
The plan submitted by the Commissioners Court Administration Department complies with current DDA guidelines. The Human Resources/Civil Service Department recommends Commissioners Court approve the attached DDA plan submitted by Commissioners Court Administration.

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

509 Main Street, Room 101
Records Building
Dallas, Texas
Equal Opportunity Employer
214.653.7638
Commissioners Court Administration
D.D.A. Distribution Plan

Purpose

To establish guidelines and procedures for the qualification and distribution of awards to employees who are working to increase the efficiency of the Commissioners Court Administration department, and establish standards for qualification for distribution of those awards.

Awards

I. Departmental discretionary funds may be distributed to individuals in the Departments reporting to Commissioners Court Administration within the following categories:

   a. Suggestion Award
   b. Performance Award
   c. Tuition Reimbursement

II. Funds will be awarded based on availability of funds as well as the extent to which the individual(s) meet or exceed the criteria set forth for each award. Funds will be awarded at the discretion of the Commissioners Court Administrator and shall be compliance with the general guidelines for distributing DDA funds.

III. Funds may not be used to reimburse parking expenses or any other expenses not in compliance with DDA guidelines.

Suggestion Award

Suggestion Awards are meant to reward both creative and critical analyses of staff members that result in either a reduction to expenditures, an increase in revenues or other tangible benefits. A single suggestion award may be shared among staff members if more than one member is responsible for the suggestion.

I. There is no limit to the number of suggestion awards that may be granted to an individual in a fiscal year.

II. An award may be up to 10% of the actual savings or new revenue.

III. No individual may receive a single Suggestion Award greater than $500 for a single suggestion.

IV. Suggestions should be made in writing to the Commissioners Court Administrator and should include a request for consideration for a Suggestion Award.

V. The Budget Office and County Auditor must approve the validity of any suggestion award before it is paid.
**Performance Award**

The Commissioners Court Administrator may grant a Performance Award based on completion of an assigned project or increase in performance. Performance criteria must be documented at the beginning of an award period. The Commissioners Court Administrator and the employee shall agree on a target date for acceptable completion of a project or a specified increase in production, as well as, the Performance Award. If the project is satisfactorily completed within the specified time period, and/or if the employee accomplishes a specified increase in production, the Commissioners Court Administrator may grant the employee a Performance Award.

The Commissioners Court Administrator will review the outcome of the performance and it shall be based upon:

- Acceptable Completion
- Achievement of Specified Goal
- Cost Savings (if any)

The Commissioners Court Administrator will determine the appropriate Performance Award in accordance with DDA specifications, guidelines, and policies.

**Tuition Reimbursement**

Tuition Reimbursement is intended to encourage acquisition of additional specific knowledge and skills, which will enhance the ability of an employee to carry out job functions and contribute to optimum functioning of the department.

I. Prior approval must be obtained from the Commissioners Court Administrator if an employee intends to request tuition or seminar reimbursement. The Commissioners Court Administrator will determine the amount of the reimbursement and no reimbursement will exceed the amount of actual out-of-pocket costs.

II. Funds are intended to offset the costs of classes taken by individuals in the department. An employee must be registered in an accredited learning institution, or attending a job-related seminar to be eligible for said reimbursement. Upon completion of the class semester or seminar, the employee must submit an itemized bill and final grades, (passing) or certificate of attendance to be considered for tuition reimbursement.

III. Upon approval of said reimbursement, the employee will submit a completed request for payment, along with an itemized bill, and a grade report. In the event of fund limitations, or if there are more requests for reimbursement than funds available, the Commissioners Court Administrator will distribute funds based on a "first-come, first-served" basis.

The Commissioners Court Administrator will periodically review this distribution plan and make necessary adjustments and properly submit the revised plan to Commissioners Court for approval.

Approved by: [Signature]

Allen Clemson, Administrator
MEMORANDUM

TO: Commissioners Court

THROUGH: John Wiley Price, Commissioner District No. 3

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

SUBJECT: LINFIELD ROAD MCIP PROJECT 30217
(Illinois Avenue to SH 310)
CONSULTANT ENGINEERING CONTRACT
FOR PRIMARY DESIGN ENGINEERING

BACKGROUND

Linfield Road from Illinois Avenue to SH 310 was selected in the first call for projects for the Major Capital Improvement Program for Program Year 2005. The project is located in Road and Bridge District 3 and in the City of Dallas.

It is necessary to begin primary design engineering services immediately in order to maintain the schedule of letting in Program Year 2005. The State statutes require a two step process initiated by a request for qualifications as does the Dallas County Policy for Procurement of Architectural/Engineering Services (including amendments). Public Works has implemented this two step process which resulted in HDR Engineering, Inc., being selected as the most qualified for the subject project. Negotiations were commenced which have resulted in a proposal to perform the necessary primary design work.

FINANCIAL IMPACT

Cost of construction of the Linfield Road Project is estimated at $900,000. HDR Engineering, Inc. has proposed to perform the primary design engineering for an amount not to exceed $83,926.47. Funds are available in MCIP Fund 196, Project 8201 for the Linfield Road Program.
Commissioners Court  
February 4, 2004  
Page Two

PROJECT SCHEDULE

The primary design for this project is scheduled to be complete by the summer of 2004.

RECOMMENDATION

It is recommended that the County Judge be authorized and directed to execute the attached primary Consultant Engineering Design Contract with HDR Engineering, Inc., for the Linfield Road Project 30217 in an amount not to exceed $83,926.47 to be paid from MCIP Fund 196, Project 8201. If Commissioners Court is in agreement, a court order shall be placed on the next formal agenda.

Approved by:

[Signature]

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

Attachments (Contract with Attachments)

JLM:dlc

cc: John L. Mears, P.E.
Consultant Engineering Services Contract is available for viewing in the Administrators’s Office.
MEMORANDUM

TO: Commissioners Court

THROUGH: Commissioner Mike Cantrell, District No. 2

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

SUBJECT: Request for Easement Across a Portion of Muddy Creek Preserve, Wylie, TX

BACKGROUND

The North Texas Municipal Water District ("NTMWD") is requesting a permanent and temporary construction easement across the County's 37.7036 acre Muddy Creek Preserve, Wylie, Texas, for the installation of a sanitary sewer gravity pipeline for the Muddy Creek Regional Wastewater Treatment Plant which is located on property adjacent to the Preserve on the north side of Pleasant Run Road. The proposed permanent easement is thirty feet (30') in width and consists of approximately 26,702.28 square feet of land (0.613 acres). The temporary construction easement is parallel with the permanent easement, is twenty feet (20') in width, consists of approximately 15,071.76 square feet of land (0.346 acres), and will expire and terminate within two-years from the date of the Easement or upon completion and acceptance by Water District, whichever occurs first.

The Dallas County Public Works Department (Engineering & Construction) and the Dallas County Park and Open Space Administrator will be responsible for overseeing the construction of the sanitary sewer improvements within the preserve and will ensure that the work is accomplished to the satisfaction of the County.

IMPACT ON OPERATIONS

All requirements specified by the Park and Open Space Administrator have been incorporated into the attached Sanitary Sewer Easement and Temporary Construction Easement. NTMWD agrees to ensure public safety during all construction phases, be responsible for all damages to all improvements caused by or resulting from the construction, agrees to re-grade and re-sow with wildflower seed all areas upon which the surface is disturbed by the construction, ensure that first soil (top soil) removed is last soil replaced, and to replace any trees four-inches or greater in diameter, with trees of equal or greater diameter of the trees removed. The NTMWD further agrees to maintain the easement to prohibit new growth of trees and shrubs. Dallas County will retain all surface recreation rights including but not limited to recreational use, wildlife and botanical habitat, parking and storage.
FINANCIAL IMPACT

The NTMWD has agreed to compensate Dallas County $2,500.00 for the 0.613-acre permanent easement and the 0.346-acre temporary Easement required for its sanitary sewer line. The Dallas County Public Works Department Appraisal staff has prepared an appraisal of the land and has determined that the $2,500.00 equals or exceeds the appraised fair market value of the Easements. Administrative costs to prepare the appraisal report were $2,413.00. The total amount of compensation due for the Easement including administrative costs is $4,913.00.

The amount of $2,500.00 will be deposited in account 0196.0000.48120.2003.0.0.0.0 (Other Income), and $2,413.00 in account 0120.0000.44557.2003.0.0.0.0. (Sale of Real Estate).

LEGAL INFORMATION

This conveyance is in accordance with Section 272.001 of the V.T.C.A. Local Government Code. The Civil District Attorney’s Office has prepared the attached Easement and Contractor’s Right of Entry, which protects Dallas County from any foreseeable issues relating to the construction, operation and maintenance of the sanitary sewer main. Dallas County’s Risk Manager has reviewed the insurance provisions in the Easement and indicates they adequately address Dallas County’s exposure.

PERFORMANCE MEASURES

No Impact.

RECOMMENDATION

The Director of Public Works has reviewed the request from the NTMWD, concurs and recommends that Dallas County convey the attached Sanitary Sewer Easement and Temporary Construction Easement to the North Texas Municipal Water District, at the market value of $2,500.00, plus administrative costs of $2,413.00, for a total amount of $4,913.00, with all costs of construction, installation and maintenance to be borne by the NTMWD.

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

APPROVED BY:

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

REVIEWED BY:

Jennifer McClure
Assistant District Attorney

Attachments

Xc: Rick Loessberg, Director of Planning and Development
    Mary Phinney, Park and Open Space Administrator
    Bob Schell, Chief, Civil District Attorney’s Office
SANITARY SEWER EASEMENT
(INCLUDING ADDITIONAL TEMPORARY CONSTRUCTION EASEMENT)

THE STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

That, the County of Dallas, a political subdivision of the State of Texas, hereinafter called County, whether one or more, and by virtue of a duly executed Commissioners Court Order No. 2004-______ dated __________, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to County in hand paid by the North Texas Municipal Water District, hereinafter called Water District, has granted, sold and conveyed, and does by these presents grant, sell and convey, unto Water District, its successors and assigns, a single utility easement to lay, construct, operate, reconstruct, perpetually maintain and remove a pipeline for the transportation of one sanitary sewer main, with all incidental equipment and appurtenances, on, over, under and through the following described lands situated in Dallas County, Texas, to wit:

BEING a 0.613 acre tract of land situated in the Guadalupe DeLos Santos Survey, Abstract No. 1384, City of Wylie, Dallas County, Texas, and being part of that property conveyed to the County of Dallas by Deed dated December 13, 1996, and recorded in Volume 97136, Page 03071 of the Real Property Records, Dallas County, Texas, and being more particularly described in Exhibit "A", attached hereto and made a part hereof.

Further, County has granted, sold and conveyed and by these presents does grant, sell and convey unto Water District, its successors and assigns, an additional temporary construction easement, more particularly shown in Exhibit "B", attached hereto and made a part hereof, for the purpose of excavation, construction, and laying of said pipeline. The said temporary construction easement shall expire and terminate within two-years from date of this Easement or upon completion and acceptance by Water District of said sanitary sewer pipeline, whichever occurs first.

County, its heirs, executors, administrators, successors and assigns, hereby covenant(s) that no structure shall be erected or permitted on said strip. County shall retain all surface rights including but not limited to recreational use, wildlife and botanical habitat, parking and storage.

County acknowledges that the consideration paid by the Water District is full and final payment for all rights conveyed herein.

WATER DISTRICT'S EASEMENT - Muddy Creek
**SPECIAL CONDITIONS**

It is understood and agreed that County is not conveying fee simple title to said property to Water District and that if said property ceases to be used for the purpose or purposes hereinbelow described for a period of twenty-four (24) months, title to same shall automatically terminate and revert back to and vest in the County of Dallas as it now stands before the execution of this Easement to Water District. In the event that this Easement terminates and reverts to County as provided herein, Water District hereby promises covenants and represents to County that Water District shall sign any and all documents and instruments which County deems necessary or expedient to effectuate the reversion to County of the land described as the Easement in Exhibit "A" attached hereto. Water District shall, at it's sole cost and expense, upon written notice from County, remove said pipeline and restore the property to its previous condition if such property is abandoned for a period of twenty-four (24) months.

THIS EASEMENT IS GRANTED CONDITIONED ON STRICT COMPLIANCE WITH THE FOLLOWING TERMS AND CONDITIONS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND FOR THE LIFE OF SUCH EASEMENT.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY HEREIN, COUNTY MAKES NO WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, OWNERSHIP, CONDITION, HABITABILITY, TENANTABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

The Property shall be used by Water District solely for the purpose of constructing, installing, operating, inspecting, monitoring, maintaining and removing a pipe not greater than forty-eight (48) inches in diameter at the site described in Exhibit "C" (the "Permitted Improvement"), for the transmission of nonhazardous or non regulated materials by Water District and/or its Contractor. Water District and County agree that the pipeline installed by the Water District’s Contractor will be constructed in a manner that will not interfere with the use of the Property by the General Public. The Permitted Use specifically requires Water District to repair any nature trails that may be damaged as a result of construction.

Water District agrees to ensure public safety during all construction phases, including, but not limited to, posting of fences, barriers, warning signals and barricades in or around areas containing potential hazards created by construction activity, so that the public is sufficiently warned about work in progress at all times.

Water District shall be solely responsible for all design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvements on the Property shall be done in such a manner so as not to interfere in any way with the operations of County, the use of the roadways by either pedestrian or motor vehicle traffic. At the completion of the Project, County shall have the unrestricted use of the surface for all public purposes, specifically including park and recreational.
This Easement is made expressly subject and subordinate to the right of County to use the Property for any purpose. In the event that County, at any time subsequent to the date of this Easement, determines that the relocation of the Permitted Improvements shall be necessary to construct improvements or is otherwise convenient for County’s use of the Property, Water District shall, at its sole cost and expense, adjust, relocate, extend, or remove said Permitted Improvements so as not to interfere with County’s or County’s assign’s use of the Property. In this regard, County may, but is not obligated to designate other property for the relocation of the Permitted Improvements. County shall give a minimum of thirty (30) calendar days notice for the exercise of one or more of the above actions. Relocation will occur within thirty (30) calendar days, unless extended by mutual agreement of the parties. Water District covenants and agrees that Water District will provide such right-of-way, as it may need for the relocation of the Permitted Improvements at its sole cost and expense without cost or contribution from the County. If Water District is required to relocate the Permitted Improvements, County guarantees that it will grant Water District an Easement to relocate the Permitted Improvements.

County will endeavor to give a minimum of thirty (30) calendar days notice for the exercise of one or more of the above actions with such relocation to be accomplished within thirty (30) days from the last day of the notice. However, Water District covenants and agrees that such relocation will be accomplished within the time requirements contained in any written communication from County. In the event that use of the Permitted Improvement(s) shall not have ceased or the Permitted Use has not completely removed from the Property within the permitted time period, Water District covenants and agrees that County will suffer irreparable injury from such failure to remove the pipelines. Further Water District covenants and agrees that County shall have the right, but not the obligation, to remove or cause the removal of the Permitted Use from the Property. Water District covenants and agrees to pay to County all direct and indirect cost incurred for the removal of the Permitted Use within thirty (30) days of the presentation to Water District of any invoice of such cost.

Water District will or has provided County with a copy of the construction plans showing the exact locations, type and depth of the construction, any cathodic protection measures and any working area for the Property, for written comments by County. No work shall commence until County has reviewed said plans.

Water District covenants and agrees to construct the Permitted Improvements in such a manner so as not to create, either collectively or individually, a hazard, nuisance and/or cause a threat to the health, environment or safety of the public due to the use of the Property and/or impair or prevent access by the general public. Water District further agrees to pay any damages, which may arise by reason of Water District’s use of the Property under this Agreement.

Water District covenants and agrees that they will cause to be abated or shall abate, at no cost to County, and shall remediate or cause to be remediated all materials that may be in violation of any laws pertaining to health or the environment, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Resource Conservation and
Recovery Act (RCRA), the Texas Water Code and the Texas Solid Waste Disposal Act.

Water District shall, at its own costs and expense, immediately repair all damage or replace any damaged portion of the Property and restore the Property to its condition prior to the occurrence of such damage. Repair of damage includes, without limitation, regrading, compacting to the original density and resurfacing any holes, ditches or other indentations, as well as any mounds or other inclines created by any excavation by Water District or Water District's employees, agents, invitees, contractors or subcontractors or their employees, agents, invitees.

Water District shall re-sow with wildflower seed (in October appropriate to the soils of the property) all areas upon which the surface is disturbed by the construction of the line. Reseeding will be of a Texas mixed variety at a rate of at least six pounds per acre. Water District shall utilize good quality Texas seed; however, Water District is not responsible for the success of establishment of the wildflowers. County hereby assumes full responsibility for future maintenance of the wildflower areas.

Water District shall replace any trees 4-inches or greater in diameter, with trees on a 2-inch for 1-inch ratio, with the replacement trees being a minimum of 4-inches (i.e., one 12-inch tree replaced with six 4-inch trees or one 8-inch tree replaced with two 4-inch trees) of a mixed variety, preferably hardwoods. A two-year re-establishment period will be required with a minimum 50% survival rate. Trees are to be planted within six (6) months after construction is completed in accordance with a tree planting plan proposed by Water District and approved by County (See “Exhibit C”). The plantings should be along the property line in a band that equals the same square footage as the corridor where the trees were removed to provide a "screen" between the Water District's water plant and the preserve. The Pipeline easement adjacent to the Water District's water plant should not be planted with trees.

By acceptance of this Agreement, Water District covenants and agrees that Water District shall inspect the pipeline on the Property at least annually.

All leaks or spills shall be repaired immediately and all materials leaked, spilled or otherwise deposited on the Property on any roadway adjacent to the Property, or any property where the material leaked or spilled may drain or cause to come within the boundary of the Property, roadway or within the unincorporated area of Dallas, County shall be corrected and cleaned up with such effort to commence within twenty-four (24) hours and diligently pursued to completion in full compliance with all State of Texas, U. S. Government and County laws, rules, regulations and policies. Upon completion of the cleaning of the Property, Water District shall notify County of that fact. County shall have the right to inspect the area where the leak or spill occurred and shall notify Water District, within ten (10) calendar days of any additional actions that are required. Water District agrees to clean such leak or spill to the full satisfaction of County.

If it is determined or discovered that Cathodic Protection or grounding for the pipeline is necessary, such protection shall be immediately instituted by Water District's at its sole cost and expense.

1. GOVERNMENTAL APPROVALS. Water District, at its sole cost and expense shall be responsible for any licenses, permits or other approvals from any and all governmental agencies,
2. **DUTY OF CARE IN CONSTRUCTION.** If Water District or Water District's employees, or its agents, invitees contractors or subcontractors or their employees, agents, invitees, cause damage to the Property or such adjacent property, Water District shall immediately replace or repair the damages at no cost or expense to County after reasonable notice. If Water District fails or refuses to make such repair or replacement, County shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Water District, which cost and expense Water District agrees to pay to County upon demand. In the event that Water District does not make such repair or replacement, at no cost to County, within six (6) months after notice by County, this Agreement shall be revoked and Water District, and Water District's employees, agents, invitees, contractors or subcontractors shall remove all of the Permitted Improvement, equipment, tools, waste or other items from the Property within ten (10) calendar days of such revocation.

3. **COVENANTS AND AGREEMENTS.**

   **Regarding Use.** In connection with Water District's use of the Property, Water District covenants and agrees to do the following:

   (A) Water District shall use the Property and require all Water District's employees, agents and invitees, contractors or subcontractors or their employees, agents and invitees to conduct their business thereon in a safe, careful, reputable and a lawful manner and shall keep and maintain the Property in as good a condition as it was when Water District first took possession thereof.

   (B) Neither Water District nor Water District's employees, agents, invitees, contractors or subcontractors or their employees, agents, invitees, shall commit, nor allow to be committed, in, on or about the Property any acts of waste including any act which might deface, damage or destroy the Property or any part thereof; use or permit to be used on the Property any equipment or other thing which might cause injury to person or property or increase the danger of fire or other casualty in, on or about the Property; permit any objectionable or offensive noise or odors to be emitted on or from the Property; or do anything, or permit anything to be done, except for ordinary wear and tear, which would, in County's opinion, constitute a nuisance.

   (C) Throughout the term of this Agreement, Water District and Water District's employees, agents and invitees, contractors and subcontractors and their employees, agents and invitees, shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Property, other than in strict compliance with all applicable federal, state, and local laws, rules, regulations, and orders. For purposes of this provision, the term "Hazardous Materials" shall mean and refer to any wastes, materials, or other substances or which require special handling or
Neither Water District nor Water District's employees, agents and invitees, contractors and subcontractors and their employees, agents and invitees shall use or permit the use of the Property or property adjoining County property for any purpose that may be in violation of any laws pertaining to health or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA) the Texas Water Code and the Texas Solid Waste Disposal Act, as amended. Water District warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous or regulated substances or solid waste on or to the Property, and that it will take all steps necessary to insure that no such hazardous or regulated substances or solid waste will ever be discharged onto the Property by Water District, or Water District's employees, agents and invitees, contractors or subcontractors and their employees, agents and invitees.

(D) Water District agrees not to use the Property, nor allow the Property to be used by Water District's employees, agents and invitees, contractors or subcontractors and their employees, agents and invitees for any purpose, or in any manner which would, in County's opinion, such decision by County being final, increase the risk of damage, partial destruction or destruction of the Property, or any portion thereof; invalidate any policy of insurance now or hereafter carried on the Property or increase the rate of premiums payable on any such insurance policy. Water District agrees that if Water District or Water District's employees, agents and invitees, contractors, or subcontractors or their employees, agents and invitees fails to comply with this covenant, County may require Water District to stop engaging in such activity. Failure to comply with such requirement constitutes a breach of this Agreement and County may terminate this Agreement if such requirement is not met after thirty (30) calendar days written notice to Water District from County.

(E) Water District and Water District's employees, agents and invitees, contractors and subcontractors and their employees, agents and invitees shall comply with all laws, statutes, ordinances, rules, regulations and orders of any federal, state, local or other government agency thereof having jurisdiction over and relating to the use, condition and occupancy of the Property, inclusive of all construction, and Water District indemnifies and holds County harmless for any failure to so comply and all actions resulting therefrom. If any failure by Water District to comply with any such laws, regulations, and enactment's, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the County, Water District shall reimburse and indemnify the County for any such fine, penalty, cost, or charge, including with limitation attorney's fees, court costs and expenses. Water District further agrees in the event of any such action, upon notification thereof being provided by County, to defend such action free of cost, charge, or expense to County.
(F) It being understood that applicable zoning ordinances and regulations are of public records and that Water District knows the character of its operation on the Property, and if applicable, Water District shall have responsibility for its compliance therewith. Water District's inability and failure to comply with application ordinances and regulations shall, at the sole discretion of County, be grounds for termination of this Agreement if Water District is not in compliance within six (6) months' notice by County.

(G) Except during construction, periodic inspection or removal of the pipeline, neither Water District nor any of Water District's employees, agents or invitees, contractors or subcontractors and their employees, agents and invitees shall park or leave overnight any vehicles, commercial or private, on the Property. No vehicle of any kind, type or nature will be abandoned on the Property.

(H) All construction, alterations or improvements shall be built in strict accordance and compliance with approved plans, drawings, specifications, and construction schedules as furnished to County and all applicable cities, state and federal laws, ordinances and regulations including, but not limited to hazardous or regulated materials and the Americans with Disabilities Act. Further, all construction shall be accomplished in a good, workmanlike manner.

(I) Water District shall be solely responsible for the issuance and compliance with all building permits, certificates of occupancy and all other such items as may be required. All costs of such improvements, including permits, shall be at the sole cost and expense of Water District.

(J) Water District shall and shall require all of its employees, agents and invitees, contractors or subcontractors and their employees, agents and invitees if any, pay all costs as they shall become due and shall not allow any lien, including but not limited to mechanics and materialmen liens and/or construction liens to be placed on the Property. In the event that such a lien shall be filed, Water District shall, at its sole cost and expense, pay in full all costs and expenses, including but not limited to attorneys' fees, or otherwise cause such liens to be released and the release filed in the lien records of Dallas County, Texas.

(K) Water District agrees that any construction by Contractor or Water District's employees, agents and invitees or subcontractors and their employees, agents and invitees any within the Park Property shall be accomplished in a manner that the topography of the Property will not be altered and that there shall be no impairment of drainage, impoundment or diversion of water into any other drainage area.

(L) Water District covenants and agrees that it will maintain, in good order, the Property.
Water District shall clean up and remove all trash and debris, repair or replace all fences and repair other damages caused by said construction. In the event any Project debris that collects along the Property will be removed within five (5) calendar days after written notice from the County, at Water District's sole cost and expense.

(M) The Easement between Water District and County permits the crossing of the Property by the permitted use. Water District agrees that, prior to the construction or such crossing of the Property that Water District will furnish to the County Parks Director the design, plans, drawings and specification of each roadway crossing. Counties will review and comment regarding the design, type and method of installation prior to the commencement of construction, approve the type and method of installation. If County does not provide approval within 45 days after receipt, the plans are deemed approved unless County provides written notice to Water District that additional time is required to review plans. At a minimum, all crossings will be accomplished as follows:

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

In the event that there is a conflict between the pipe installation and existing utilities or communication facilities, public or private, Water District shall be responsible for and shall design and construct, including installation, in such a manner as to provide for a minimum clearance so as not to cause damage to or interruption of such utility or communication facilities.

(N) Water District covenants and agrees to commence removal of all pipe from the Property, within fifteen (15) calendar days of the termination of this Agreement, with removal of the pipe on the Property or, at the sole discretion of County, the pipe filled with slurry and capped within sixty (60) calendar days of such termination. The pipe will be filled with slurry and capped. All pipe remaining subsequent to the termination of the Easement and this Agreement becomes the property of County.

In the event that Water District fails to remove such pipe within the sixty (60) calendar days, County shall have the right, but not the obligation, to remove and store such pipe at the sole cost and expense of Water District. The cost of removal shall be billed to Water District who agrees to pay such cost within thirty (30) calendar days after such billing is deposited in the U.S. Mail, addressed to Water District, with
proper postage attached. Further, Water District covenants and agrees to pay monthly storage charges to County, as additional rent, the sum of One Dollar ($1.00) per day for each linear foot of pipe stored by County.

(O) Notwithstanding anything herein to the contrary, specifically including the review and/or comments regarding the design or construction plans by County, Water District agrees that Water District is solely responsible for the construction, for the job site, inspection and certification that the Property is safe for work; preparation of safety plans, including training and compliance with all applicable state and federal labor laws and regulations; insuring that all personnel are properly trained and supervised to carry out project tasks; development of procedure to detect and warn of hazardous conditions, including use of hazardous or regulated materials, substances or equipment; inspection and testing of all materials to be used in the project; and compliance with all applicable state, federal wage and labor laws and all trademark, patents and copyright laws and will look solely to Water District for architectural and engineering sufficiency.

(P) In relationship to any and all construction contemplated in this section and any other provision of this Agreement, Water District agrees and shall require that any contractor or subcontractor shall agree that each is an independent Contractor and not an agent, employee, laborer, representative or in any way a part of or acting on behalf of either the County or the Dallas County Commissioners Court.

(Q) County, and County’s employees, agents, Water District, its contractors, subcontractors and invitees shall have the right to enter any part of the Property during construction for the purpose of examining or inspecting the same and for making such repairs, alternations or improvements to the Property as County may deem necessary or desirable. Prior to such entry Water District shall require as a condition precedent to use of the Property to require that each contractor, subcontractor or other party execute the Contractors Right of Entry attached hereto and furnish such insurance and bond as may be required either herein or in such Right of Entry.

(R) Water District will furnish all trash receptacles needed for the project and will remove from the Property all trash and surplus materials at the completion of the construction and removal of the Permitted Improvements, not less frequently than weekly, and dispose of same in accordance with such law, ordinance or regulation of any governmental agency as may have jurisdiction and will remove all Water District’s contractors’ or subcontractors’ tools, equipment and materials from the Property at no cost to County.

(S) It is expressly understood and agreed, by and between County and Water District, that Water District shall notify the Park and Open Space Administration Department of Dallas
County at (214) 653-6653 and the Dallas County Director of Public Works at (214) 653-7151, seventy-two (72) hours prior to commencement of construction of and prior to any future maintenance work on the Sanitary Sewer Pipeline, or any part of the Easement for any purpose, except in an emergency situation, in which Water District shall notify County as soon as practical.

(T) With respect to County's land affected by Water District's construction operations and Water District's future maintenance activities, Water District shall ensure that first soil (top soil) removed is last soil replaced, restore the surface grade of the land to the original elevations and drainage configurations that existed prior to said operations and activities and shall maintain the easement so as to prohibit new growth of trees and shrubs. Water District's restoration shall be completed in a timely manner.

4. INSURANCE.

(A) WATER DISTRICT AND EACH OF ITS CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

Without limiting any of the other obligations or liabilities of Water District, its Contractor and each of its subcontractor's, Water District agrees that it shall, and shall require that any contractor or subcontractor, at their own expense, during the term of this Agreement and any extension thereof, purchase and maintain the hereinafter stipulated minimum insurance with companies approved by and authorized to do business in the State of Texas and satisfactory to County. Certificates of each policy, together with a statement by the issuing company to the extent that said policy shall not be canceled, non-renewed, or materially changed without thirty (30) days prior notice being given to County, shall be delivered to County before any work is started. Such notice must be accompanied by a replacement certificate of insurance. Coverage shall be in the following types and amounts.

(1) Worker's compensation in accordance with Texas law, with the policy endorsed to provide a waiver of subrogation as to County, employer's liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, $500,000 disease policy limit.

Water District does and shall waive and such policy shall contain a waiver of subrogation in favor of County.

(2) Commercial general liability insurance, including independent Water District's liability, personal injury liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement, fully insuring Water District's and each of its contractors or subcontractors liability for injury to or death of County employees and third parties and for damage to property of
County and third parties, with a combined bodily injury (including death) and property damage minimum limit of $500,000 per occurrence, $1,000,000 annual aggregate. Coverage shall be on an "occurrence" basis. The policy shall include coverage extended to apply to completed operations, asbestos hazards (if the project involves work with asbestos) and XCU hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with County. The policy shall include endorsement CG2503 amendment of limits (designated project or premises and Property) in order to extend the policy's limits specifically to the project in question. If endorsement CG2503 is not attached, Owner's protective liability insurance as hereinafter described, is required.

(3) Comprehensive automobile and truck liability insurance, covering owned, hired, and non-owned vehicles, with a combined bodily injury (including death) and property damage minimum limit of $1,000,000 per occurrence. Such insurance is to include coverage for loading and unloading hazards. No aggregate shall be permitted for this type of coverage.

(4) Specific requirement for claims made form: Required period of coverage will be determined by the following formula: Continuous coverage for the life of the project and term of this Agreement, plus one (1) year to provide coverage for Water District or County warranty period, and an extended discovery period for a minimum of two (2) years which shall begin at the end of the warranty period to Water District or County.

(B) POLICY ENDORSEMENTS AND SPECIAL CONDITIONS.

(1) Each insurance policy to be furnished by Contractor and each of its subcontractors shall include the following conditions by endorsement to the policy.
   (a) Name the County as an additional insured as to all applicable liability coverage;

   (b) Each policy shall require that 30 days prior to the cancellation, non-renewal, or any material change in coverage, a notice shall be given to the County by certified mail as provided in Section 13, Notices.

   (c) The term County shall include the County of Dallas, Dallas County Commissioners Court, all authorities, boards, bureaus, commissions, divisions, departments and offices of the County and the individual members, employees and agents thereof in their official capacities, and/or acting on behalf of the County.
(d) The policy phrase "other insurance" shall not apply to the County where the County is an additional insured on the policy.

(2) Concerning insurance to be furnished by the Contractor and each of its subcontractors, it is a condition precedent to acceptability thereof that:

(a) Any policy submitted shall not be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the Contractor and each of its subcontractors and the County's decision thereon shall be final;

(b) All policies are to be written through companies duly authorized or approved to transact that class of insurance in the State of Texas; and

(c) All provisions of the Easement and this Agreement concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligation within applicable policies.

(3) Water District, Contractor and each of its subcontractors agree to the following:

(a) Water District its contractors and each of its subcontractors hereby waive subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against County, it being the intention that the insurance policies shall protect all parties to the Easement and this Agreement and be primary coverage for all losses covered by the policies;

(b) Companies issuing the insurance policies and Contractor and each of its subcontractors shall have no recourse against County for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor and each of its subcontractors;

(c) Approval, disapproval or failure to act by County regarding any insurance supplied by Water District, its Contractors and each of its subcontractors shall not relieve Water District, its Contractors and each of its subcontractors of full responsibility or liability for damages and accidents as set forth herein. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate Water District its Contractors or all or any subcontractors from  

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liability;

(d) County shall not be liable for the cost or expense of any insurance that the Contractor and each of its subcontractors is required to carry, all of which shall be furnished at its sole cost and expense and is a portion of this Agreements consideration.

(4) Any of such insurance policies required under the Easement between Water District, its contractors or subcontractors may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

(C) CERTIFICATES OF INSURANCE.

Water District and contractors and subcontractors shall submit proof of insurance on an industry standard form Certificate of Insurance. NEITHER WATER DISTRICT, ITS CONTRACTOR OR ANY SUBCONTRACTOR WILL BE PERMITTED ON THE PROPERTY AND NO WORK SHALL COMMENCE BEFORE THE REQUIRED INSURANCE HAS BEEN OBTAINED AND THE CERTIFICATES FILED WITH THE COUNTY. Water District shall maintain this insurance during construction and for one (1) year thereafter and any additional period as shown in this Agreement. Water District’s contractors or subcontractors shall maintain this insurance during construction. If this policy will expire during the required term, Water District, its contractors or subcontractors must furnish a new certificate of insurance or a certificate of renewal of the existing policy prior to the expiration date. The certificate shall be delivered to the Dallas County Park Directors, addressed to the Park Director, Dallas County Administration Building, third (3rd) Floor, 411 Elm Street, Dallas, Texas 75202. In the event that Water District, its contractors or subcontractor fails to do the above, the rights granted by the Easement for use of the Property and this Agreement shall be suspended. If the proper insurance is not furnished within ten (10) calendar days after the Easement and this Agreement is suspended, the Easement and this Agreement will, subject to the provisions of paragraph 9(B), page 20 (Termination and Survival), terminate and Water District and/or contractors and all subcontractors shall remove, at their sole cost and expense, all pipe, equipment, tools, trash, waste or other item and shall restore the Park Property and fill and cap the pipe within ten (10) calendar days thereafter. Water District shall obtain and monitor the certificates of insurance of its contractors and/or subcontractors in order to assure that all contractors and subcontractors are in compliance with the requirement of this section. Contractor shall have the responsibility to enforce the requirements of this section among its subcontractors.

5. INDEMNIFICATION. County shall not be liable to Water District, its contractor(s) or any subcontractor(s) or to Water District's, contractors or subcontractor's employees, agents, invitees, or to any other person whomsoever, for any injury to person or damage to Property, on or about the Property, including but not limited to, consequential damage, (1) caused by any act or omission of Contractor or subcontractors, its employees,
subtenants, and concessionaires or of any other person entering the Property by express or implied invitation of Water District, its Contractor or subcontractor, or (2) arising out of the use of the Property by Water District, subcontractor or their employees, Water Districts, its contractors or subcontractors or invitees, or (3) arising out of any breach or default by Water District, its contractor or subcontractor in the performance of its obligations hereunder, or (4) caused by any improvements located in or on the Property being out of repair or by physical defect, or by water, fire, wind or hail storm or any act of God or the presence of any hazardous or regulated material or solid waste, or any existing utility or previous use of the property, either legal or illegal, or any gas, water, steam, electricity or oil leaking, escaping or flowing into the Property, or (5) arising out of the failure or cessation of any service provided by County, if any.

County shall not be liable to Water District, contractors or subcontractors for any loss or damage that may be occasioned by or through the acts or omissions of Water District, its contractors or subcontractors on the Property or of any other persons whomsoever. Further, County shall not be liable to Water District, its contractors or any subcontractor for any inconvenience or loss to contractors or subcontractors’ connection with any of the repair, maintenance, damage, destruction, restoration, or replacement referred to in this Agreement.

To the fullest extent allowed by law, Water District agrees, and shall require that any and all contractors and/or subcontractors agree, to indemnify and hold harmless County its officers, employees, agents and representatives against all claims, demands, actions, suits, losses, damages, liabilities, costs and/or expenses of every kind and nature (including, but not limited to, court costs, litigation expenses and attorney’s fees) and all recoverable interest thereon, incurred by or sought to be imposed on County 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, operations or work by virtue of this Agreement by Water District, its contractor or its subcontractors and/or any other person or entity; (2) the condition of the premises 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, Water District, or any other person or entity) in connection with said work or operations; (4) the presence on the Property of contractors or its subcontractors, employees, suppliers, vendors, or any other person acting by or on behalf of Water District. This indemnity shall apply, whether or not any such injury or damage has been, or is alleged to have been, caused in whole or in part by the negligence or fault of County, or on any other theory of liability, including negligence, intentional wrongdoing, strict products liability or the breach of non delegable duty. Water District shall and shall require that its contractors and /or any subcontractor further agrees to defend, at its sole cost and expense (at the election of County) against any claim, demand, action or suit for which indemnification is provided hereunder.

Further Water District shall and shall require that its contractors and any
subcontractor release, defend and indemnify County from and against all loss, damage, claims, expense, including judgments and attorney’s fees, and liability for bodily injury to, or death of, any person and loss of or damage to any property and loss of use thereof, including but not limited to employees, subcontractor, agents, invitees and the property of each party hereto, arising out of or in any way connected with the work upon or adjacent to all or any part of the Property, whether or not caused by or contributed to by the presence in or operation of any facility or any operation, structure or facilities of County, or any other party, or by negligence or alleged negligence on the part of County or any of County’s agents, employees, Water District, or contractors, subcontractors, or invitees of Water District.

Without in any way limiting or restricting the indemnification and defense agreements stated above, Water District agrees that it is the intention of the parties hereto that Water District and/or its contractors and any subcontractor, and their insurers bear the entire risk of loss or injury to any of Water District’s employees, "borrowed servants," agents, representatives, contractors, subcontractors, vendors, materialmen, or any other person present on the Property or performing any other act or service on Water District’s behalf or at its request, whether or not any such loss or injury is caused in whole or in part by any negligence or fault of County, and without seeking any contribution therefor from County or its insurers.

County and its agents shall not be liable to Water District, its contractors or subcontractors, their employees, patrons, visitors, invitees, or any other person for any injury or death to such persons or any damage to personal property occurring in or about the Property caused by the negligence or misconduct of Water District, any contractor or subcontractor or their employees, while in the care, custody and control of Water District.

6. ASSIGNMENT. Water District shall not assign or transfer its rights under this Agreement, in whole or in part, or permit any other person or entity, exclusive of its contractors and subcontractors to use the rights granted herein or sublet all or any part of the Property without prior written consent of County, which County in under no obligation to grant.

7. DEFAULT BY WATER DISTRICT. In the event Water District, its contractors or any subcontractors shall be in default in the rentals or other charges hereunder, if any, or shall otherwise breach its covenants or obligations, and shall be and remain in default for a period of three (3) calendar days after written notice from County to Water District and/or contractor of such default, County shall have the right and privilege of terminating this Easement and declaring the same at an end, and of entering upon and possession of the Property, and shall have the remedies now or hereafter provided by law for recovery of rent, repossession of the Property and damages occasioned by such default. In the event County terminates this easement as provided herein, then, in that event, paragraph 3 (N) of this agreement shall survive and be enforceable as a continuing obligation until it requirements and obligations have all been met.

8. ACCESS TO PROPERTY. County, and County’s employees, agents, Water District and
Water District's employees, contractors, subcontractors and invitees shall have the right to enter upon any part of the Property at all reasonable times for the purpose of examining or inspecting the same and for any other purpose as County may deem necessary or desirable.

9. TERMINATION AND SURVIVAL.

This Agreement may be terminated as follows: (1) Contractor or County shall have the right to terminate this Agreement by giving sixty (60) days written notice in advance to the other party or (2) Water District or Contractor is in default or is in violation of any term of the Easement or this Agreement.

If Easement is abandoned by Water District, all indemnification, insurance provisions, any agreement by Water District and Water District's employees, agents and invitees and/or contractors and contractors' employees, agents and invitees and/or any subcontractor and subcontractor's employees, agents and invitees to accomplish task, contractor or any subcontractors agreements and/or requirements that the completion of or fulfillment of extends beyond the termination of this Agreement and contractor and/or subcontractor liability or other obligations, including but not limited to the abatement of nuisances and remediation of hazardous materials and sections 2 C, 2 E, 5 C, 5N, 6, 7, and 16, shall not be extinguished thereby but shall survive the termination until fully complied with or the expiration of ten (10) years, whichever shall first occur.

10. SURRENDER OF PROPERTY. Upon the expiration or earlier termination of this Agreement, Water District and Water District's employees, agents and invitees, contractors and subcontractor and their employees, agents and invitees shall promptly repair any damage caused by removal of its personal property and shall restore the Property to the condition existing prior to the installation of the items so removed and surrender the Property to County.

11. CONDEMNATION.

(A) If the Property cannot be used for the purpose contemplated by this Agreement because of condemnation or purchase in lieu of condemnation, this Agreement will terminate.

(B) Water District shall not have any claim to the condemnation award or proceeds in lieu of condemnation.

12. LIMITATION OF WARRANTIES. There are no expressed, statutory or implied warranties, including but not limited to merchantability, fitness for the particular purpose, as to title, or of any other kind arising out of this Agreement, and there are no warranties that extend beyond those expressly stated in this Agreement.

13. NOTICES. Any notice, demand or request required or permitted to be given under this Agreement or any law shall be deemed to have been given if reduced to writing and delivered in
person or mailed by overnight or Registered Mail, postage paid, to the party who is to receive such notice, demand or request at the addresses set forth at paragraph 4 (E) and below, as applicable, or at such other address as County or Water District may specify from time to time by written notice. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed to the following:

COUNTY:
County of Dallas
PUBLIC WORKS DEPARTMENT
Administration Building
411 Elm Street, 4th Floor
Dallas, Texas 75202-3389

WATER DISTRICT:

14. HOLDING OVER. In the event Water District or Water District’s employees, agents and invitees or subcontractors or their employees, agents and invitees remain in possession of the Property or any part thereof without the consent of County after the expiration or earlier termination of this Agreement, Water District shall pay to County a rental of $1,500.00 per month in addition to any and all storage or other cost. In addition, Water District shall be liable to County for all damage occasioned by such holding over. Water District shall vacate and surrender the Property to County upon Water District’s receipt of notice from County to vacate. No holding over by Water District, whether with or without the consent of County, shall operate to extend this Agreement.

15. MISCELLANEOUS GENERAL PROVISIONS.

(A) Applicable Law. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas. Notwithstanding anything herein to the Contrary, this Agreement is expressly made subject to County’s Sovereign Immunity, Title 5, TEXAS CIVIL PRACTICE & REMEDIES CODE, and all applicable State of Texas and Federal Laws.

(B) Entire Agreement. This Agreement, including all Exhibits, and Addendum, if any, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

(C) Binding Effect. This Agreement and the respective rights and obligations of the
parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; except that County, its successors and assigns shall not be obligated to perform beyond the term of this Agreement.

(D) Severability. If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(E) Default/Waiver/Mitigation. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law. County and Water District have a duty to mitigate damages.

(F) Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

(G) Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any relating to the Property and the matters addressed herein, and may be amended or supplement only by a written instrument executed by the party against whom enforcement is sought.

(H) Parties Bound. Each party hereto executing same convents and warrants that the party executing same has full authority to do so and that the execution thereof is the act of Water District and County of Dallas; that such document has been delivered and constitutes a legal, valid and binding obligation of the parties, their successor and assigns and shall inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

(I) Number and Gender. Words of any gender used in this Agreement shall be held and construed to include the other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

(J) Effective Date. The effective date of this Agreement shall be the date it is executed by the last of the parties.
Water District has executed this Agreement pursuant to duly authorized Board Resolution recorded in the Minutes of such Board and recorded ________________ dated the ___ day of ____________, 2004.

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order No. ________________ passed on the ___ day of ________________, 2004.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in triplicate the day and year first above written.

COUNTY OF DALLAS:  
BY: __________________________
Margaret Keliher  
Title: Dallas County Judge  
Date: ________________

WATER DISTRICT:  
BY: __________________________
Name: ________________________
Title: ________________________
Date: ________________________

APPROVED AS TO FORM:  
______________________________
Jennifer McClure  
Assistant District Attorney  

ATTEST: BOARD SECRETARY  
______________________________
Name: ________________________

Board Seal

WATER DISTRICT'S EASEMENT - Muddy Creek
Hogan Corporation
30° Outfall Easement

Guadalupe De Los Santos Survey
Abstract Number 1384

COUNTY OF DALLAS

STATE OF TEXAS

ALL THAT certain lot, tract, or parcel of land lying and being situated in the City of Wylie, Guadalupe De Los Santos Survey, Abstract Number 1384, Dallas County, Texas, and being more particularly described by metes and bounds as follows with all bearing being based on a call of North 15°26'24" West, along the westerly line of that certain tract recorded in Volume 97136, Page 03071 of the Deed Records of Dallas County, Texas;

BEING a 0.613 acre tract of land situated in the Guadalupe De Los Santos Survey, Abstract Number 1384, City of Wylie, Dallas County, Texas, and being a part of that property conveyed to the County of Dallas by General Warranty Deed dated December 13, 1996, recorded in Volume 97014, Page 02128, Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found in the northeasterly right of way line of Pleasant Valley Road (80 foot right of way), being the most easterly corner of the said County of Dallas tract, also being the most southerly corner of a tract of land conveyed to North Texas Municipal Water District, by Warranty Deed dated July 3, 1997, as recorded in Volume 97136, Page 03071, Deed Records of Dallas County, Texas;

THENCE NORTH 44°12'33" WEST, leaving the northeasterly right of way line of said Pleasant Valley Road, along the common line of said County of Dallas tract and the said North Texas Municipal Water District tract, a distance of 199.98 feet, to a 1/2" iron rod found;

THENCE NORTH 15°26'24" WEST, continuing along said common line, a distance of 434.39 feet to a 5/8" iron rod with yellow plastic cap stamped "COTTON SURVEYING" set for the POINT OF BEGINNING;

THENCE SOUTH 74°33'36" WEST, a distance of 744.47 feet, to a 5/8" iron rod yellow plastic cap stamped "COTTON SURVEYING" set for corner;

THENCE SOUTH 29°33'36" WEST, a distance of 89.14 feet, to a 5/8" iron rod with yellow plastic cap stamped "COTTON SURVEYING" set for corner;

THENCE NORTH 37°56'24" WEST, a distance of 54.12 feet, to a 5/8" iron rod with yellow plastic cap stamped "COTTON SURVEYING" set for corner;

THENCE NORTH 29°33'36" EAST, a distance of 60.86 feet, to a 5/8" iron rod with yellow plastic cap stamped "COTTON SURVEYING" set for corner;

THENCE NORTH 74°33'36" EAST, a distance of 785.18 feet, to a 5/8" iron rod with yellow plastic cap stamped "COTTON SURVEYING" set for corner;
THENCE SOUTH 15°26'24" EAST, a distance of 30.00 feet, to the POINT OF BEGINNING and containing 0.613 acres of land, more or less, in accordance with the exhibit of even date herewith, attached hereto, and made a part hereof.

Revised: December 17, 2002
December, 16 2002

I:\DOCS\SURV\MGH\DALLAS\OUTFALL

I:\PROJECTS\J\CDALLAS\HOGAN (D035)\001 MUDDY CREEK WWTP\LEGAL\OUTFALL.DOC

1/06/03
Hogan Corporation
20' Temporary Construction Easement

Guadalupe De Los Santos Survey
Abstract Number 1384

COUNTY OF DALLAS

STATE OF TEXAS

ALL THAT certain lot, tract, or parcel of land lying and being situated in the City of Wylie, Guadalupe De Los Santos Survey, Abstract Number 1384, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEING a 0.346 acre tract of land situated in the Guadalupe De Los Santos Survey, Abstract Number 1384, City of Wylie, Dallas County, Texas, and being a part of that property conveyed to the County of Dallas by General Warranty Deed dated December 13, 1996, recorded in Volume 97014, Page 02128, Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found in the northeasterly right of way line of Pleasant Valley Road (80 foot right of way), being the most easterly corner of the said County of Dallas tract, also being the most southerly corner of a tract of land conveyed to North Texas Municipal Water District, by Warranty Deed dated July 3, 1997, as recorded in Volume 97136, Page 03071, Deed Records of Dallas County, Texas;

THENCE NORTH 44°12'33" WEST, leaving the northeasterly right of way line of said Pleasant Valley Road, along the common line of said Dallas County tract and the said North Texas Municipal Water District tract, a distance of 199.98 feet to a 1/2" iron rod found;

THENCE NORTH 15°26'24" WEST, continuing along said common line, a distance of 414.39 feet to a 5/8" iron rod with yellow plastic cap stamped "COTTON SURVEYING" set for the POINT OF BEGINNING;

THENCE SOUTH 74°33'36" WEST, a distance of 764.47 feet to a 5/8" iron rod with yellow plastic cap stamped "COTTON SURVEYING" set for corner.

THENCE NORTH 29°33'36" EAST, a distance of 28.28 feet, to a 5/8" iron rod with yellow plastic cap stamped "COTTON SURVEYING" set for corner.

THENCE NORTH 74°33'36" EAST, a distance of 744.47 feet, to 5/8" iron rod with yellow plastic cap stamped "COTTON SURVEYING" set for corner.

THENCE SOUTH 15°26'24" EAST, a distance of 20.00 feet, to the POINT OF BEGINNING, and containing 0.346 acres of land, more or less, in accordance with the exhibit of even date herewith, attached hereto, and made a part hereof.

Revised: December 17, 2002
December 16, 2002

\PROJECTS\U\CDALLAS\HOGAN (D035)\001 MUDDY CREEK WWTP\LEGAL\TEMP_ESMT.DOC

Page 1 of 2
COUNTY OF DALLAS
BY SPECIAL WARRANTY DEED
VOL. 97814, PG. 2125
D.R.D.C.T.

HGUDDY CREEK REGIONAL
WASTEWATER TREATMENT PLANT
50.32 ACRES

LEGEND
IRF IRON ROD FOUND
5/8" IRS 5/8" IRON ROD WITH YELLOW PLASTIC
CAP STAMPED "COTTON SURVEYING"
SET D.R.D.C.T.
VOL. DEED RECORDS DALLAS COUNTY, TEXAS
PG. VOLUME
P.O.C. PAGE
P.O.B. POINT OF COMMENCING
AC. POINT OF BEGINNING
ACRES

<table>
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<tr>
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<td>S 74'33'36&quot; W</td>
<td>764.47'</td>
</tr>
<tr>
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<td>28.28'</td>
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<td>L3</td>
<td>N 74'33'36&quot; E</td>
<td>744.47'</td>
</tr>
<tr>
<td>L4</td>
<td>S 15'26'24&quot; E</td>
<td>20.00'</td>
</tr>
</tbody>
</table>

NOTE:
1. SEE ATTACHED FIELD NOTE DESCRIPTION.
2. BEARINGS SHOWN HEREON ARE BASED ON A CALL OF N 15'26'24" W ALONG THE WEST LINE OF THAT CERTAIN TRACT RECORDED IN VOL. 97136, PG. 03071 OF THE D.R.D.C.T.

EXHIBIT "A"
OF
20-FOOT TEMPORARY CONSTRUCTION ESMT
IN
COUNTY OF DALLAS PROPERTY
BEING
0.346 ACRES
OUT OF THE
GUADALUPE DE LOS SANTOS SURVEY, A-1384
CITY OF Wylie
DALLAS COUNTY, TEXAS
DECEMBER, 2002

MARTIN G. HICKS
4387
PROFESSIONAL
LAND SURVEYOR

JONES & CARTER, INC.

REVISED 1/06/03
DWG #283
CONSTRUCTION AGREEMENT AND CONTRACTOR'S RIGHT-OF-ENTRY

THIS AGREEMENT, dated the ___ day of ________, 2004, is made by and between Dallas County, Texas, a subdivision of the State of Texas, hereinafter called "County" and ____________________________, hereinafter called "Contractor." Contractor will abide by the terms of this Construction Agreement and Contractor's Right-of-Entry, hereinafter "Agreement."

NOW THEREFORE, for and in consideration of the Contractor's right to enter upon the hereinafter described real property, the covenants, warranties, agreements and indemnification contained herein, the parties do covenant and agree as follows:

For the term from execution of this Contractor's Right of Entry to the ___ day of ________, 2004, or completion of the project or earlier termination as provided herein, whichever shall first occur, County hereby grants Contractor a nonexclusive right-of-entry onto one tract of real property, each more particularly described by Exhibits "A" and "B", attached hereto and incorporated herein for all pertinent purposes, (collectively hereinafter the "Property") as may be necessary in connection with work to be performed on the Property by Contractor under a contract with The North Texas Municipal Water District and for no other purposes.

This Agreement, being nonexclusive, is subject, both collectively and individually to (a) any existing utility, drainage or communication facility located in, on, under or upon the Property owned by County, any railroad, utility, or communication company, public or private; (b) all vested rights presently owned by any railroad, utility or communication company, public or private, for the use of the Property for facilities presently located within the boundaries of the Property; (c) any existing lease, Easement or other interest in the Property granted by County to any individual, corporation or other entity, public or private; (d) any and all existing agreements by and between the County of Dallas and State of Texas or U.S. Government, and/or the right of the general public to utilize, without restriction, the Property. No warranty, expressed, implied, or statutory, is given by County as to the title to the property.

Contractor and County agree that the pipeline installed by the Contractor, during the temporary use of the Property, will be constructed in a manner that will not interfere with the use of the Property by the General Public. Contractor agrees to ensure public safety during all construction phases, including, but not limited to, posting of fences, barriers, warning signals, and barricades in or around areas containing potential hazards created by construction activity, so that the public is sufficiently warned about work in progress at all times.

1. USE OF PROPERTY  The Property shall be used by Contractor solely for the purpose of constructing and installing one pipe not greater than forty-eight (48) inches in diameter at the site described in Exhibit "A" (the "Permitted Improvement"), to be used for the transmission of nonhazardous materials. The pipe will be buried at a depth of at least forty-eight (48) inches. County shall retain all surface rights including but not limited to recreational use, wildlife and botanical habitat, parking and storage.
The Permitted Use specifically excludes the Contractor's right to cross any nature trail by open cut installation.

2. DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE

(A) The Contractor shall be solely responsible for construction of the Permitted Improvements on the Property and construction shall be done in such a manner so as not to interfere in any way with the operations of County, the use of the roadways by either pedestrian or motor vehicle traffic.

This Agreement is made expressly subject and subordinate to the right of County to use the Property for any purpose.

(B) Water District will be responsible for supplying contractor with a copy of the construction plans showing the exact locations, type and depth of the construction, any cathodic protection measures and any working area for the Property. No work shall commence until said plans have been reviewed by County.

(C) Contractor covenants and agrees to construct the Permitted Improvements in such a manner so as not to create, either collectively or individually, a hazard, nuisance and/or cause a threat to the health, environment or safety of the public due to the use of the Property and/or impair or prevent access by the general public. The Contractor further agrees to pay any damages for property damage outside Water District's easement, which may arise by reason of Contractor's use of the Property under this Agreement.

Contractor covenants and agrees that it will cause to be abated or shall abate, at no cost to County, and shall remediate or cause to be remediated all materials that may be in violation of any laws pertaining to health or the environment, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Texas Water Code and the Texas Solid Waste Disposal Act, as amended.

(D) Contractor shall, at its own costs and expense, immediately repair all damage or replace any damaged portion of the Property and restore the Property to its condition prior to the occurrence of such damage. Repair of damage includes, without limitation, regrading, compacting to the original density and resurfacing any holes, ditches or other indentations, as well as any mounds or other inclines created by any excavation by Contractor or its employees, agents, invitees or subcontractors or their employees, agents, invitees.
3. GOVERNMENTAL APPROVALS. Contractor, without any cost or expense to County, shall be responsible for any licenses, permits or other approvals from any and all governmental agencies, federal, state or local, if required to carry on any activity permitted herein.

4. DUTY OF CARE IN CONSTRUCTION. If Contractor's employees, agents, invitees or subcontractors or their employees, agents, invitees, cause damage to the Property or such adjacent property, the Contractor shall immediately replace or repair the damages at no cost or expense to County. If Contractor fails or refuses to make such repair or replacement, County shall have the right, but not the obligation, to make or effect any such repair or replacement subject to reimbursement from Contractor. In the event that Contractor does not make such repair or replacement, at no cost to County, this Agreement shall be revoked and Contractor and its employees, agents, invitees, or subcontractor shall remove all of the Permitted Improvement, equipment, tools, waste or other items from the Property within ten (10) calendar days of such revocation.

5. COVENANTS AND AGREEMENTS.

Regarding Use. In connection with Contractor's use of the Property, Contractor covenants and agrees to do the following:

(A) Contractor shall use the Property and require all of its employees, agents and invitees or subcontractors or their employees, agents and invitees to conduct their business thereon in a safe, careful, reputable and a lawful manner and shall keep and maintain the Property in as good a condition as it was when Contractor first took possession thereof.

(B) Contractor nor its employees, agents, invitees or subcontractors or their employees, agents, invitees, shall commit, nor allow to be committed, in, on or about the Property any acts of waste including any act which might deface, damage or destroy the Property or any part thereof; use or permit to be used on the Property any equipment or other thing which might cause injury to person or property or increase the danger of fire or other casualty in, on or about the Property; permit any objectionable or offensive noise or odors to be emitted on or from the Property; or do anything, or permit anything to be done, except for ordinary wear and tear, which would, in County's opinion, constitute a nuisance.

(C) Throughout the term of this Agreement, Contractor and its employees, agents and invitees and subcontractors and their employees, agents and invitees, shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Property, other than in strict compliance with all applicable federal, state, and local laws, rules, regulations, and orders. For purposes of this provision, the term "Hazardous Materials" shall mean and refer to any wastes,
materials, or other substances or which require special handling or treatment, under any applicable local, state, or federal law, rule, regulation, or order.

Neither Contractor nor its employees, agents and invitees and subcontractors and their employees, agents and invitees shall use or permit the use of the Property or property adjoining County property for any purpose that may be in violation of any laws pertaining to health or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA) the Texas Water Code and the Texas Solid Waste Disposal Act, as amended. Contractor warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous or regulated substances or solid waste on or to the Property, and that it will take all steps necessary to insure that no such hazardous or regulated substances or solid waste will ever be discharged onto the Property by Contractor, or its employees, agents and invitees or subcontractors and their employees, agents and invitees.

(D) Contractor agrees not to use the Property, nor allow the Property to be used by its employees, agents and invitees or subcontractors and their employees, agents and invitees for any purpose, or in any manner which would, in County's opinion increase, the risk of damage, partial destruction or destruction of the Property, or any portion thereof, invalidate any policy of insurance now or hereafter carried on the Property or increase the rate of premiums payable on any such insurance policy. Contractor agrees that if Contractor or its employees, agents and invitees or subcontractors or their employees, agents and invitees fails to comply with this covenant, County may require Contractor to stop engaging in such activity. Failure to comply with such requirement constitutes a breach of this Agreement and County may terminate this Agreement if such requirement is not met after thirty (30) calendar days written notice to Contractor from County.

(E) With respect to County's land affected by the construction operations Contractor shall ensure that first soil (top soil) removed is last soil replaced, restore the surface grade of the land to the original elevations, compaction, and drainage configurations that existed prior to said operations and activities. Contractor's restoration shall be completed in a timely manner.

(F) Contractor and its employees, agents and invitees and subcontractors and their employees, agents and invitees shall comply with all laws, statutes, ordinances, rules, regulations and orders of any federal, state, local or other government agency thereof having jurisdiction over and relating to the use, condition and occupancy of the Property, inclusive of all construction, and Contractor indemnifies and holds County harmless for any failure to so comply and all actions resulting therefrom.
(G) It being understood that applicable zoning ordinances and regulations are of public records and that Contractor knows the character of its operation on the Property, and if applicable, Contractor shall have sole responsibility for its compliance therewith. Contractor’s inability and failure to comply with application ordinances and regulations shall, at the sole discretion of County, be grounds for termination of this Agreement.

(H) Except during construction, periodic inspection or removal of the pipeline, neither Contractor nor any of its employees, agents and invitees or subcontractors and their employees, agents and invitees shall park or leave overnight any vehicles, commercial or private, on the Property. No vehicle of any kind, type or nature will be abandoned on the Property.

(I) All construction, alterations or improvements shall be built in strict accordance and compliance with approved plans, drawings, specifications, and construction schedules as furnished to County and all applicable cities, state and federal laws, ordinances and regulations including, but not limited to hazardous or regulated materials and the Americans with Disabilities Act. Further, all construction shall be accomplished in a good, workmanlike manner.

(J) Contractor shall be solely responsible for the issuance and compliance with all building permits, certificates of occupancy and all other such items as may be required.

(K) Contractor and all subcontractors, if any, shall pay all costs as they shall become due and shall not allow any lien, including but not limited to mechanics and materialmen liens and/or construction liens to be placed on the Property. In the event that such a lien shall be filed, Contractor shall, at no cost and expense to County pay in full all costs and expenses, including but not limited to attorneys’ fees, cause such liens to be released and the release filed in the lien records of Dallas County, Texas.

(L) Contractor agrees that any construction by Contractor or its employees, agents and invitees or subcontractors and their employees, agents and invitees any within the Park Property shall be accomplished in a manner that the topography of the Property will not be altered and that there shall be no impairment of drainage, impoundment or diversion of water into any other drainage area. Further, Contractor covenants and agrees that during construction it will maintain, in good order, the Property and in the event that debris collects along the Property, that it will remove such debris within five (5) calendar days after written notice from the County, at no cost and expense to the County.

(M) The Agreement between Contractor and County permits the crossing of the Property by the permitted use. Water District will furnish to the County Director
of Public Works the design, plans, drawings and specification of each roadway crossing. Counties will review and comment regarding the design, type and method of installation prior to the commencement of construction, approve the type and method of installation. Contractor agrees and covenants to construct the pipeline in accordance with the construction plans approved by County.

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

In the event that there is a conflict between the pipe installation and existing utilities or communication facilities, public or private, Contractor shall be responsible for and shall design and construct, including installation, in such a manner as to provide for a minimum clearance so as not to cause damage to or interruption of such utility or communication facilities.

(N) Notwithstanding anything herein to the contrary, specifically including the review and/or comments regarding the design or construction plans by County, Contractor agrees that Contractor is solely responsible for the construction, for the job site, inspection and certification that the Property is safe for work; preparation of safety plans, including training and compliance with all applicable state and federal labor laws and regulations; insuring that all personnel are properly trained and supervised to carry out project tasks; development of procedure to detect and warn of hazardous conditions, including use of hazardous or regulated materials, substances or equipment; inspection and testing of all materials to be used in the project; and compliance with all applicable state, federal wage and labor laws and all trademark, patents and copyright laws and will look solely to ___________ for architectural and engineering sufficiency.

(O) In relationship to any and all construction contemplated in this section and any other provision of this Agreement, Contractor agrees and shall require that any subcontractor shall agree that each is an independent Contractor and not an agent, employee, laborer, representative or in any way a part of or acting on behalf of either the County or the Dallas County Commissioners Court.

(P) County, and County's employees, agents, Contractor, any subcontractors and Its's employees and invitees shall have the right to enter any part of the Property during construction for the purpose of examining or inspecting the same and for making such repairs, alternations or improvements to the Property as County may deem necessary or desirable.
6. INSURANCE.

(A) CONTRACTOR’S AND EACH OF ITS SUBCONTRACTOR’S INSURANCE

Without limiting any of the other obligations or liabilities of the Contractor and each of its subcontractor’s, Contractor agrees that it will, and shall require that any subcontractor, at their own expense, shall during the term of this Agreement and any extension thereof, purchase and maintain the hereinafter stipulated minimum insurance with companies approved by the State of Texas and satisfactory to County. Certificates of each policy, together with a statement by the issuing company to the extent that said policy shall not be canceled, non-renewed, or materially changed without thirty (30) days prior notice being given to County, shall be delivered to the County before any work is started. Such notice must be accompanied by a replacement certificate of insurance. Coverage shall be in the following types and amounts.

1. Worker’s compensation in accordance with Texas law, with the policy endorsed to provide a waiver of subrogation as to the County, employer’s liability insurance of not less than $500,000 for each accident, $500,000 disease for each employee, $500,000 disease policy limit.

Contractor and any subcontractor shall waive subrogation against the County and the worker’s compensation policy shall contain a waiver of subrogation in favor of County.

2. Commercial general liability insurance, including independent Contractor’s liability, personal injury liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement, fully insuring Contractor and each of its subcontractors liability for injury to or death of County employees and third parties and for damage to property of County and third parties, with a combined bodily injury (including death) and property damage minimum limit of $1,000,000 per occurrence, $2,000,000 annual aggregate. Coverage shall be on an "occurrence" basis. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with County.
Contractor and any subcontractor shall waive subrogation against the County and the general liability policy shall contain a waiver of subrogation in favor of County.

(3) Comprehensive automobile and truck liability insurance, covering owned, hired, and non-owned vehicles, with a combined bodily injury (including death) and property damage minimum limit of $1,000,000 per occurrence. Such insurance is to include coverage for loading and unloading hazards. No aggregate shall be permitted for this type of coverage.

Contractor and any subcontractor shall waive subrogation against the County and the automotive and truck liability policy shall contain a waiver of subrogation in favor of County.

(B) POLICY ENDORSEMENTS AND SPECIAL CONDITIONS.

(1) Each insurance policy to be furnished by Contractor and each of its subcontractors shall include the following conditions by endorsement to the policy.

(a) name the County as an additional insured as to all applicable liability coverage;

(b) each policy shall require that 30 days prior to the cancellation, non-renewal, or any material change in coverage, a notice shall be given to the County by certified mail as provided in Section 18, Notices.

(c) the term County shall include the County of Dallas, Dallas County Commissioners Court, all authorities, boards, bureaus, commissions, divisions, departments and offices of the County and the individual members, employees and agents thereof in their official capacities, and/or acting on behalf of the County.

(d) the policy phrase "other insurance" shall not apply to the County where the County is an additional insured on the policy.

(2) Concerning insurance to be furnished by the Contractor and each of its subcontractors, it is a condition precedent to acceptability thereof that:

(a) any policy submitted shall not be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance
requirements to be fulfilled by the Contractor and each of its subcontractors and the County's decision thereon shall be final;

(b) all policies are to be written through companies duly authorized or approved to transact that class of insurance in the State of Texas; and

(c) All provisions of the Easement and this Agreement concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligation within applicable policies.

(3) Contractor and each of its subcontractors agree to the following:

(a) Contractor and each of its subcontractors hereby waive subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the County, it being the intention that the insurance policies shall protect all parties to the Easement and this Agreement and be primary coverage for all losses covered by the policies;

(b) Companies issuing the insurance policies and Contractor and each of its subcontractors shall have no recourse against the County for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor and each of its subcontractors;

(c) Approval, disapproval or failure to act by the County regarding any insurance supplied by the Contractor and each of its subcontractors shall not relieve the Contractor and each of its subcontractors of full responsibility or liability for damages and accidents as set forth in the Easement between the Water District and County or this Agreement. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor or all or any subcontractors from liability;

(d) County shall not be liable for the cost or expense of any insurance that the Contractor and each of its subcontractors is required to carry, all of which shall be furnished at its sole cost and expense and is a portion of this Agreements consideration.

(4) Any of such insurance policies required under the Easement between the Water District or this Agreement may be written in combination with any
of the others, where legally permitted, but none of the specified limits may be lowered thereby.

(C) CERTIFICATES OF INSURANCE.

The Contractor shall submit proof of insurance on an industry standard form Certificate of Insurance. The purpose is to maintain consistency between insurance certificates submitted and the Easement between the Water District and County and this Agreement contractual requirements. NEITHER CONTRACTOR NOR ANY SUBCONTRACTOR WILL BE PERMITTED ON THE PROPERTY AND NO WORK SHALL COMMENCE BEFORE THE REQUIRED INSURANCE HAS BEEN OBTAINED BY THE CONTRACTOR AND THE CERTIFICATES ARE FILED WITH THE COUNTY. The Contractor shall maintain this insurance for the term of the construction project, this Agreement and any additional period as shown in this Agreement. If this policy will expire during the term of the construction project and/or this Agreement, the Contractor must furnish a new certificate of insurance or a certificate of renewal of the existing policy prior to the expiration date. The certificate shall be delivered to the Dallas County Department of Public Works, addressed to the Director of Public Works, Dallas County Administration Building, fourth (4th) Floor, 411 Elm Street, Dallas, Texas 75202. In the event that Contractor fails to do the above, the rights granted by the Easement for use of the Property and this Agreement shall be suspended. If the proper insurance is not furnished within ten (10) calendar days after the Easement and this Agreement is suspended, the Easement and this Agreement will, subject to the provisions of paragraph 11 (B), page 20 (Termination and Survival), terminate and Contractor and all subcontractors shall remove, at no cost or expense to the County, all pipe, equipment, tools, trash, waste or other item and shall restore the Park Property and fill and cap the Pipe within ten (10) calendar days thereafter. The Contractor shall obtain and monitor the certificates of insurance of its subcontractors in order to assure that all subcontractors are in compliance with the requirement of this section. The Contractor shall have the responsibility to enforce the requirements of this section among its subcontractors.

7. INDEMNIFICATION. County shall not be liable to Contractor or any subcontractor or the Contractor and subcontractor's employees, agents, invitees, or to any other person whomsoever, for any injury to person or damage to Property, on or about the Property, including but not limited to, consequential damage, (1) caused by any act or omission of Contractor or subcontractors, its employees, subtenants, and concessionaires or of any other person entering the Property by express or implied invitation of Contractor or subcontractor, or (2) arising out of the use of the Property by Contractor, its subcontractors or their employees, or invitees, or (3) arising out of any breach or default by Contractor or subcontractor in the performance of its obligations hereunder, or (4) caused by any improvements located in or on the Property being out of repair or by physical defect, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Property, or (5) arising out of the failure or cessation of any service provided by County, if any.
County shall not be liable to Contractor or any subcontractor for any loss or damage that may be occasioned by or through the acts or omissions of Contractor or subcontractors the Property or of any other persons whomsoever. Further, County shall not be liable to Contractor for any inconvenience or loss to Contractor or subcontractors' connection with any of the repair, maintenance, damage, destruction, restoration, or replacement referred to in this Agreement.

To the fullest extent allowed by law, Contractor agrees, and shall require that any and all subcontractors agree, to indemnify and hold harmless County its officers, employees, agents and representatives against all claims, demands, actions, suits, losses, damages, liabilities, costs and/or expenses of every kind and nature (including, but not limited to, court costs, litigation expenses and attorney's fees) and all recoverable interest thereon, incurred by or sought to be imposed on County 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, operations or work under the Contract with the Water District, the Easement between the Water District and County or this Agreement by Contractor or its subcontractors and/or any other person or entity; (2) the condition of the premises 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, Water District, or any other person or entity) in connection with said work or operations; (4) the presence on the Property of Contractor or its subcontractors, employees, suppliers, vendors, or any other person acting by or on behalf of Water District. This indemnity shall apply, whether or not any such injury or damage has been, or is alleged to have been, caused in whole or in part by the negligence or fault of County, or on any other theory of liability, including negligence, intentional wrongdoing, strict products liability or the breach of non delegable duty. Contractor further agrees to defend, at its sole cost and expense (at the election of County) against any claim, demand, action or suit for which indemnification is provided hereunder.

Further Contractor shall release, defend and indemnify County from and against all loss, damage, claims, expense, including judgments and attorney's fees, and liability for bodily injury to, or death of, any person and loss of or damage to any property and loss of use thereof, including but not limited to employees, subcontractor, agents, invitees and the property of each party hereto, arising out of or in any way connected with the work upon or adjacent to all or any part of the Property, whether or not caused by or contributed to by the presence in or operation of any facility or any operation, structure or facilities of County, or any other party, or by negligence or alleged negligence on the part of County or any of County's agents, employees, subcontractors, or invitees.

Without in any way limiting or restricting the indemnification and defense agreements stated above, Contractor agrees that it is the intention of the parties hereto that Contractor and any subcontractor, and their insurers bear the entire risk of loss or injury
to any of Contractor's employees, "borrowed servants," agents, representatives, subcontractors, vendors, materialmen, or any other person present on the Property or performing any other act or service on Contractor's behalf or at its request, whether or not any such loss or injury is caused in whole or in part by any negligence or fault of County, and without seeking any contribution therefor from County or its insurers.

County and its agents shall not be liable to Contractor or any subcontractors, their employees, patrons, visitors, invitees, or any other person for any injury or death to such persons or any damage to personal property occurring in or about the Property caused by the negligence or misconduct of Contractor, any subcontractor or their employees, while in the care, custody and control of Contractor.

8. ASSIGNMENT. Contractor shall not assign or transfer its rights under this Agreement, in whole or in part, or permit any other person or entity, exclusive of its Contractor and subcontractors to use the rights granted herein or sublet all or any part of the Property without prior written consent of County, which County in under no obligation to grant.

9. DEFAULT BY CONTRACTOR. In the event Contractor or any subcontractor shall be in default hereunder, if any, or shall otherwise breach its covenants or obligations, and shall be and remain in default for a period of ten (10) calendar days after written notice from County to Contractor of such default, County shall have the right and privilege of terminating this Agreement and declaring the same at an end, and of entering upon and possession of the Property, and shall have the remedies now or hereafter provided by law for recovery of rent, repossession of the Property and damages occasioned by such default.

10. TERMINATION AND SURVIVAL.

This Agreement may be terminated as follows: (1) Expiration of the term or (2) Water District or Contractor is in default or is in violation of any term of the Easement or this Agreement.

12. SURRENDER OF PROPERTY. Upon the expiration or earlier termination of this Agreement, Contractor and its employees, agents and invitees and subcontractor and their employees, agents and invitees shall promptly repair any damage caused by removal of its personal property and shall restore the Property to the condition existing prior to the installation of the items so removed and surrender the Property to County.

13. CONDEMNATION.

(A) If the Property cannot be used for the purpose contemplated by this Agreement because of condemnation or purchase in lieu of condemnation, this Agreement will terminate.

(B) Contractor shall not have any claim to the condemnation award or proceeds in lieu of condemnation.
14. **LIMITATION OF WARRANTIES.** There are no expressed, statutory or implied warranties, including but not limited to merchantability, fitness for the particular purpose, as to title, or of any other kind arising out of this Agreement, and there are no warranties that extend beyond those expressly stated in this Agreement.

15. **NOTICES.** Any notice, demand or request required or permitted to be given under this Agreement or any law shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage paid, to the party who is to receive such notice, demand or request at the addresses set forth at paragraph 6 (E) and below, as applicable, or at such other address as County or Contractor may specify from time to time by written notice. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed to the following:

**COUNTY:**

County of Dallas  
PUBLIC WORKS DEPARTMENT  
Administration Building  
411 Elm Street, 4th Floor  
Dallas, Texas 75202-3389

**CONTRACTOR:**

Eagle Contracting, L.P.  
607 South Pearson Lane  
Keller, TX 76248-5344

16. **HOLDING OVER.** In the event Contractor or its employees, agents and invitees or subcontractors or their employees, agents and invitees remain in possession of the Property or any part thereof without the consent of County after the expiration or earlier termination of this Agreement, Contractor shall pay to County a rental of $500.00 per month in addition to any and all storage or other cost. In addition, Contractor shall be liable to County for all damage occasioned by such holding over. Contractor shall vacate and surrender the Property to County upon Contractor’s receipt of notice from County to vacate. No holding over by Contractor, whether with or without the consent of County, shall operate to extend this Agreement.

17. **MISCELLANEOMOUS GENERAL PROVISIONS.**

(A) **Applicable Law.** This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas. Notwithstanding anything herein to the Contrary, this Agreement is expressly made subject to County’s Sovereign Immunity, Title 5, TEXAS CIVIL PRACTICE & REMEDIES CODE, and all applicable State of Texas and Federal Laws.
(B) **Entire Agreement.** This Agreement, including all Exhibits, and Addendum, if any, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

(C) **Binding Effect.** This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; except that County, its successors and assigns shall not be obligated to perform beyond the term of this Agreement.

(D) **Severability.** If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(E) **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law. County and Contractor have a duty to mitigate damages.

(F) **Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

(G) **Entirety and Amendments.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any relating to the Property and the matters addressed herein, and may be amended or supplement only by a written instrument executed by the party against whom enforcement is sought.

(H) **Parties Bound.** Each party hereto executing same convenes and warrants that the party executing same has full authority to do so and that the execution thereof is the act of the Contractor and County of Dallas; that such document has been delivered and constitutes a legal, valid and binding obligation of the parties, their successor and assigns and shall inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

(I) **Number and Gender.** Words of any gender used in this Agreement shall be held and construed to include the other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

(J) **Effective Date.** The effective date of this Agreement shall be the date it is executed by the last of the parties.
(K) **Third-Party Beneficiaries.** Nothing herein is written to create any third parties beneficiaries to this Agreement.

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order No. __________ passed on the ___ day of ________________, 2004.

**IN WITNESS WHEREOF,** the parties hereto have caused these presents to be executed in triplicate the day and year first above written.

**COUNTY OF DALLAS:**

BY: ____________________________

Margaret Keliher

Title: County Judge

Date: ____________________________

**CONTRACTOR:**

BY: ____________________________

Name: __________________________

Title: __________________________

Date: __________________________

**APPROVED AS TO FORM:**

______________________________

Jennifer McClure
Assistant District Attorney
Civil Section
Hogan Corporation
30’ Outfall Easement

Guadalupe De Los Santos Survey
Abstract Number 1384

COUNTY OF DALLAS §

STATE OF TEXAS §

ALL THAT certain lot, tract, or parcel of land lying and being situated in the City of Wylie,
Guadalupe De Los Santos Survey, Abstract Number 1384, Dallas County, Texas, and being
more particularly described by metes and bounds as follows with all bearing being based on a
call of North 15°26'24" West, along the westerly line of that certain tract recorded in Volume
97136, Page 03071 of the Deed Records of Dallas County, Texas;

BEING a 0.613 acre tract of land situated in the Guadalupe De Los Santos Survey, Abstract
Number 1384, City of Wylie, Dallas County, Texas, and being a part of that property conveyed to the
County of Dallas by General Warranty Deed dated December 13, 1996, recorded in Volume 97014,
Page 02128, Deed Records of Dallas County, Texas, and being more particularly described as
follows:

COMMENCING at a 1/2" iron rod found in the northeasterly right of way line of Pleasant Valley Road
(80 foot right of way), being the most easterly corner of the said County of Dallas tract, also being
the most southerly corner of a tract of land conveyed to North Texas Municipal Water District, by
Warranty Deed dated July 3, 1997, as recorded in Volume 97136, Page 03071, Deed Records of
Dallas County, Texas;

THENCE NORTH 44°12'33" WEST, leaving the northeasterly right of way line of said Pleasant
Valley Road, along the common line of said County of Dallas tract and the said North Texas
Municipal Water District tract, a distance of 199.98 feet, to a 1/2" iron rod found;

THENCE NORTH 15°26'24" WEST, continuing along said common line, a distance of 434.39 feet to
a 5/8" iron rod with yellow plastic cap stamped “COTTON SURVEYING” set for the POINT OF
BEGINNING;

THENCE SOUTH 74°33'36" WEST, a distance of 744.47 feet, to a 5/8" iron rod yellow plastic cap
stamped “COTTON SURVEYING” set for corner;

THENCE SOUTH 29°33'36" WEST, a distance of 89.14 feet, to a 5/8" iron rod with yellow plastic
cap stamped “COTTON SURVEYING” set for corner;

THENCE NORTH 37°56'24" WEST, a distance of 54.12 feet, to a 5/8" iron rod with yellow plastic
cap stamped “COTTON SURVEYING” set for corner;

THENCE NORTH 29°33'36" EAST, a distance of 60.86 feet, to a 5/8" iron rod with yellow plastic cap
stamped “COTTON SURVEYING” set for corner;

THENCE NORTH 74°33'36" EAST, a distance of 785.18 feet, to a 5/8" iron rod with yellow plastic
cap stamped “COTTON SURVEYING” set for corner;
THENCE SOUTH 15°26'24" EAST, a distance of 30.00 feet, to the POINT OF BEGINNING and containing 0.613 acres of land, more or less, in accordance with the exhibit of even date herewith, attached hereto, and made a part hereof.

Revised: December 17, 2002
December, 16 2002

I:\DOCS\SURV\MGH\DALLAS\OUTFALL

I:\PROJECTS\&CDALLAS\HOGAN (D035)\001 MUDDY CREEK WWTP\LEGALS\OUTFALL.DOC

1/06/03
### 30-FOOT OUTFALL EASEMENT

**County of Dallas Property**

**Being** 0.613 Acres

**Out of the Guadalupe de los Santos Survey, A-1384**

**City of Wylie, Dallas County, Texas**

**December 16, 2002**

**EXHIBIT "A"**

**30-FOOT OUTFALL EASEMENT IN COUNTY OF DALLAS PROPERTY**

**BEING 0.613 ACRES OUT OF THE GUADALUPE DE LOS SANTOS SURVEY, A-1384 CITY OF WYLIE, DALLAS COUNTY, TEXAS DECEMBER 16, 2002**

**NOTE:**
1. SEE ATTACHED FIELD NOTE DESCRIPTION.
2. BEARINGS SHOWN HEREON ARE BASED ON A CALL OF N 15°26'24" W ALONG THE WEST LINE OF THAT CERTAIN TRACT RECORDED IN VOL. 97136, PG. 03071 OF THE D.R.D.C.T.

---

**LEGEND**
- IRF: Iron Rod Found
- IRS: Iron Rod with Yellow Plastic Cap Stamped "Cotton Surveying" Set
- D.R.D.C.T.: Deed Records Dallas County, Texas
- VOLUME: Volume
- PG.: Page
- P.O.B.: Point of Commencing
- P.O.B.: Point of Beginning

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<td>L6</td>
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EXHIBIT "B"

Hogan Corporation
20' Temporary Construction Easement

Guadalupe De Los Santos Survey
Abstract Number 1384

COUNTY OF DALLAS

STATE OF TEXAS

ALL THAT certain lot, tract, or parcel of land lying and being situated in the City of Wylie, Guadalupe De Los Santos Survey, Abstract Number 1384, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEING a 0.346 acre tract of land situated in the Guadalupe De Los Santos Survey, Abstract Number 1384, City of Wylie, Dallas County, Texas, and being a part of that property conveyed to the County of Dallas by General Warranty Deed dated December 13, 1996, recorded in Volume 97014, Page 02128, Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found in the northeasterly right of way line of Pleasant Valley Road (80 foot right of way), being the most easterly corner of the said County of Dallas tract, also being the most southerly corner of a tract of land conveyed to North Texas Municipal Water District, by Warranty Deed dated July 3, 1997, as recorded in Volume 97136, Page 03071, Deed Records of Dallas County, Texas;

THENENCE NORTH 44°12'33" WEST, leaving the northeasterly right of way line of said Pleasant Valley Road, along the common line of said Dallas County tract and the said North Texas Municipal Water District tract, a distance of 199.98 feet to a 1/2" iron rod found;

THENENCE NORTH 15°26'24" WEST, continuing along said common line, a distance of 414.39 feet to a 5/8" iron rod with yellow plastic cap stamped "COTTON SURVEYING" set for the POINT OF BEGINNING;

THENENCE SOUTH 74°33'36" WEST, a distance of 764.47 feet to a 5/8" iron rod with yellow plastic cap stamped "COTTON SURVEYING" set for corner.

THENENCE NORTH 29°33'36" EAST, a distance of 28.28 feet, to a 5/8" iron rod with yellow plastic cap stamped "COTTON SURVEYING" set for corner.

THENENCE NORTH 74°33'36" EAST, a distance of 744.47 feet, to 5/8" iron rod with yellow plastic cap stamped "COTTON SURVEYING" set for corner.

THENENCE SOUTH 15°26'24" EAST, a distance of 20.00 feet, to the POINT OF BEGINNING, and containing 0.346 acres of land, more or less, in accordance with the exhibit of even date herewith, attached hereto, and made a part hereof.

Revised: December 17, 2002
December 16, 2002
I:\PROJECTS\J&CDALLAS\HOGAN (D035)\001 MUDDY CREEK
WWTP\LEGAL\TEMP_ESMT.DOC

Page 1 of 2
COUNTY OF DALLAS
BY SPECIAL WARRANTY DEED
VOL. 97084, PG. 2128
D.R.D.C.T.

NORTH TEXAS MUNICIPAL WATER DISTRICT
BY WARRANTY DEED
VOL. 97136, PG. 03071
D.R.D.C.T.

MUDDY CREEK REGIONAL
WASTEWATER TREATMENT PLANT
50.32 ACRES

LEGEND
IRF: IRON ROD FOUND
5/8" IRS: 5/8" IRON ROD WITH YELLOW PLASTIC
CAP STAMPED "COTTON SURVEYING"
SET
D.R.D.C.T.: DEED RECORDS DALLAS COUNTY, TEXAS
VOL.: VOLUME
PG.: PAGE
P.O.C.: POINT OF COMMENCING
P.O.B.: POINT OF BEGINNING
AC.: ACRES

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<td>L4</td>
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NOTE:
1. SEE ATTACHED FIELD NOTE DESCRIPTION.
2. BEARINGS SHOWN HEREON ARE BASED ON A CALL OF
N 15°26'24" W ALONG THE WEST LINE OF THAT CERTAIN
TRACTRecorded IN VOL. 97136, PG. 03071 OF THE
D.R.D.C.T.

EXHIBIT "A"
OF
20-FOOT TEMPORARY CONSTRUCTION ESMT
IN
COUNTY OF DALLAS PROPERTY
BEING
0.346 ACRES
OUT OF THE
GUADALUPE DE LOS SANTOS SURVEY, A-1384
CITY OF WYLIE
DALLAS COUNTY, TEXAS
DECEMBER, 2002

COTTON SURVEYING
COMPANY
8900 I-45 Freeway, Suite 600
Dallas, Texas 75234

REvised 1/06/03

JONES & CARTER, INC.

663-17-5
DWC #283
February 3, 2004

MEMORANDUM:

TO: Commissioners Court

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

SUBJECT: Request for Statements of Qualifications
For Independent Appraisal Services
Award of Contract Nos. 1 and 4
SOQ No. 2004-008-1424

BACKGROUND

Pursuant to its evaluations of Statement of Qualifications received on the subject solicitation the Appraiser Selection Committee recommended award of Contract No. 1 to Integra Realty Resources and Contract 4 to Steven J. Kunkel and Associates to perform Independent Appraisal Services on the remaining Congestion Mitigation Air Quality Projects (CMAQ). The Commissioners Court authorized the Public Works Department to initiate appraisal services fee negotiations with Integra Realty Resources and Steven J. Kunkel and Associates, the selected appraisal firms.

LEGAL INFORMATION

Pursuant to Court Order 99-628 the Commissioner’s Court adopted a “Policy for Selection of Independent Appraisal Services for Dallas County”, in conformance with Local Government Code 2254.003. Under this statute and policy, appraisal services are considered professional services and contracts are awarded based on a negotiated fee basis. The Civil Section of the Dallas County Assistant District Attorney’s Office assisted in the preparation of this contract.

IMPACT ON OPERATIONS

Nine Congestion Mitigation Air Quality (CMAQ) Projects are available to award to the selected Appraiser or Appraisal Firm. The remaining four projects are currently being reviewed by TxDOT and will become available later this year. This outsource capability will assist the Property Division in expediting acquisition of these parcels. The Property Division Staff will provide Project Management functions.

FINANCIAL IMPACT

The 1991 Thoroughfare Transportation Bond Program includes funding for the local share of right of way acquisition activities. On those projects, which are not in the County’s 1991 Bond Program, the City is responsible for 100% of the local share of the Right of Way Acquisition activities. For Contract No. 1 comprising of CMAQ Projects 6, 11, 12A, 20 and 29, the Public Works Department has negotiated an Appraiser Service fee in the amount not to exceed $104,500.00. For Contract No. 4 comprising of CMAQ Project 28, the Public Works Department has negotiated an Appraiser Service fee in the amount not to exceed $21,500.00.
PERFORMANCE MEASURES IMPACT

Award of this Independent Appraisal Services Contract No. 1 to Integra Realty Resources and Contract No. 4 to Steven J. Kunkel and Associates will assist the Property Division in releasing the remaining CMAQ Projects for construction.

M/WBE INFORMATION

The Minority/Women Business Enterprise Policy was included as part of the evaluation criteria. The Minority Business Officer evaluated this section of the RFQ and provided the respective score for each firm.

RECOMMENDATION

The Director of Public Works has reviewed the Appraisal Services Fee negotiated with Integra Realty Resources for Contract No. 1, CMAQ Projects 6, 11, 12A, 20 and 29 and Steven J. Kunkel and Associates for Contract No. 4, CMAQ Project 28 and recommends that the Commissioners Court award the attached Contract No. 1 to Integra Realty Resources in the amount not to exceed $104,500.00 and Contract 4 to Steven J. Kunkel and Associates in the amount not to exceed $21,500.00.

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

REVIEWED BY:

Bowen Weems
Assistant District Attorney – Civil Section

APPROVED BY:

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

Cc: SC
Selas 2003-02/brief eval appr sqq award appr

xc: Linda Boles, Purchasing Agent
Appraisal Services Contract is available for viewing in the Administrators's Office.
TO: Commissioners Court

FROM: Randy Powell
SchlumbergerSema Lead Consultant

THRU: John Hennessey
Dallas County M.I.S. Director

SUBJECT: Mainframe Storage System Replacement

DATE: February 10, 2004

Background:
Dallas County has many critical systems running on the existing mainframe (OS390). This mainframe stores all application information and data on a 10-year-old storage system (IBM 9395/9394 RAMAC devices). The mainframe storage devices have the capacity is 863GB. Currently Dallas County is utilizing about half of this storage. Unfortunately, the mainframe storage technology does not allow leveraging of this available space to any other technology currently in use by Dallas County.

Although the mainframe storage currently utilized within Dallas County is still very reliable, newer technologies have been developed that can provide for improved data access rates, reduced space and energy requirements while lowering the total cost to Dallas county over a 5 year period. These technologies also support open access to other technologies used within Dallas County.

Dallas County is currently working on many projects tied together under the Strategic IT Plan and directed by the IT Steering Committee. Many of these projects have substantial storage requirements. These projects include the Oracle 11i Upgrade and the Civil and JP Court Management System. Other forecasted projects on the 12 Month Tactical Roadmap include a server consolidation, Countywide Receipting, and System Integration Architecture. While these projects have been and will continue to be justified individually, the ability to leverage storage capabilities between these will ensure a higher Return on Investment for Dallas County.

Operational Impact:
While the migration of any storage system will require downtime to the applications, the operational impact to the transition will be very minimal. The new storage system will be installed, and data will be migrated while continual operation of the existing mainframe continues. The vendor will then provide switchover during a minimal downtime window worked out in coordination with Dallas County.
After the conversion of storage systems operations will be positively impacted in many manners.
- Increased disk access by 20\%-30\%
- Reduced energy Consumption by 2/3
- Reduced Data Center space requirements
- Increased available disk capacity from 863GB to 2TB (upgradeable to 55.9TB)
- Disk capacity can be leveraged to other operating systems
- Storage system can support Dallas County after potential mainframe migration
- Built in redundant Hardware and Cache for improved resiliency

**Financial Impact:**
The total upfront cost of the project will be $350,000. This includes new hardware, implementation, data migration, and 3 years of hardware maintenance. With this investment, the current annual hardware maintenance of $117,961 on the existing storage system will be eliminated. An annual hardware maintenance of $31,656 will begin after the initial 3 year pre-paid period has expired.

Additional space can be added to the Storage Network in the future to support additional requirements. This additional space will need to be purchased in blocks of 420GBs and will cost $48K with annual maintenance of $6,336.

Other financial impacts to be considered are reduced electricity cost and reduced cost to other projects by leveraging this investment. Given the new storage system uses 1/3 the energy of the existing system, there is an estimated annual energy savings of $12,624 (@ $.08/kwh).

The 5-year Dallas County cost savings will be $248,615 excluding other project benefits.

**Funding:**
The upfront cost of this project will be funded from the Major Technology Fund. The resulting general operating budget will be reduced by $117,961. In 2007, the annual maintenance fee of $31,656 will be funded from the general operating budget.

Reviewed By:
John M. Hennessey
M.I.S. Director
COURT ORDER

ORDER NO: __________________________

DATE: ____________________________

STATE OF TEXAS
COUNTY OF DALLAS

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County,
Texas, held on the __18th__ day of __February______________, 2004,
on motion made by ____________________________________________,
and seconded by ____________________________________________,
the following order was adopted:

WHEREAS, Commissioners Court was briefed on February 11, 2004 about the proposal for replacing the mainframe system storage; and

WHEREAS, The total billable cost to the County is $350,000; and

WHEREAS, There will be a reduction of hardware maintenance cost of $117,961 for a period of 3 years; and

WHEREAS, After the 3rd year, the annual maintenance cost will be $31,656; and

WHEREAS, The total cost savings over a 5 year period to Dallas County will be $248,615; and

WHEREAS, The implementation of the project and upfront costs will be funded from the Major Technology Fund. The ongoing maintenance cost will be funded from the operations maintenance budget starting 2007.
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court approves the Project proposal for the implementation of the Mainframe Storage System Replacement Project. Funding in the amount of $350,000 for the project is available in the Major Technology Fund (fund 195). Funding for the annual maintenance fees beginning at the end of the 3rd year will be budgeted from the General Fund (Fund 120) Data Services (Dept. 1090) Operating Budget.

DONE IN OPEN COURT this the 18th day of February, 2004.

__________________________________________
Margaret Keliher, County Judge

__________________________________________
Jim Jackson, Commissioner
Road and Bridge, District 1

__________________________________________
John Wiley Price, Commissioner
Road and Bridge, District 3

__________________________________________
Mike Cantrell, Commissioner
Road and Bridge, District 2

__________________________________________
Kenneth A. Mayfield, Commissioner
Road and Bridge, District 4

RECOMMENDED BY:  

__________________________________________
John M. Hennessey, M.I.S. Director

__________________________________________
Vanessa B. King, Site Manager
I.T. Services/SchlumbergerSema
February 4, 2004

TO: Commissioners Court

FROM: Ryan Brown
Budget Officer

SUBJECT: Parkland Transforming Care “Cap Gemini Ernst & Young Contract”

BACKGROUND
As part of the Court Order approving Parkland’s FY2004 Budget, Commissioners Court required that all amounts budgeted for contracts in excess of $200,000 per contract or group of contracts to the same entity be considered budgeted in contingency subject to specific approval of the Dallas County Commissioners Court. The purpose of this briefing is to present one such contract: The Cap Gemini Ernst & Young Contract for Parkland’s “Transforming Care Phase II” initiative (Attachment A).

OPERATIONAL IMPACT
Parkland is projecting a FY2004 budget shortfall. As a result, Parkland desires to enter into a Transforming Care Phase II contract with Cap Gemini Ernst & Young to expand upon the work Cap Gemini Ernst & Young completed in FY2003.

FINANCIAL IMPACT
Cap Gemini Ernst & Young will identify and implement Transforming Care Phase II initiatives that will have annual recurring savings of $32 million. The Contract includes the following: a) fixed fees of $4,158,554; b) expenses estimated at $1,414,044 but capped at 17% of total fees; and c) benefit fees of 13% of the recurring annual benefit, estimated at $3,899,150. Potential total contract cost of $9,471,748.

RECOMMENDATION
The Office of Budget and Evaluation presents for Commissioners Court consideration the Cap Gemini Ernst & Young Term Sheet for Parkland’s “Transforming Care Phase II” initiative. Parkland will be available to respond to any questions.
Briefing on Second Amendment to BCPD Agreement

Overview
The Parkland Board of Managers authorized Parkland to negotiate an amendment to the BCPD Agreement signed in December 2002 with Cap Gemini Ernst & Young ("CGEY"), based upon a term sheet. Essentially, a new phase of work is being added to the original Agreement. The original scope of work (as modified by the amendment) is designated as Phase I, and the new scope of work is designated as Phase II. Unless otherwise defined in this briefing, capitalized terms referred to in this briefing are defined in either the Agreement or the Amendment.

Parkland and CGEY have agreed in principle to an amendment (subject to approval by the Parkland Board of Managers and the Dallas County Commissioners Court) as follows:

1) CGEY will assist Parkland with execution of several initiatives that are expected (but not guaranteed) to provide $31,995,000 in recurring financial benefits in Phase II. If any of these initiatives do not provide all of the expected benefits, or if Parkland vetoes a suggested initiative, CGEY will try to identify substitute (or replacement) initiatives to make up the difference. No additional Base Fees or Expenses will be paid for these replacement initiatives. The parties current understanding of what initiatives will be implemented to achieve the financial benefits, the hours budgeted by CGEY for each initiative, and the estimated FY04 benefits to be realized have been documented.

2) CGEY has also agreed to try to identify replacement initiatives at no additional Base Fee or Expense cost should the total estimated financial benefits for the currently identified Phase I initiatives drop below the benefits estimated in the Agreement ($33.2M recurring and $7M one-time benefits).

3) As in Phase I, the fees that CGEY receives for Phase II will be broken into Base Fees and Benefits Fees. Also as in Phase I, CGEY’s Phase II Benefit Fees are at risk depending upon CGEY’s delivery of Financial Benefits to Parkland. Benefit Fees percentages were reduced in Phase II, from $.1426 per dollar of recurring Financial Benefits received by Parkland in Phase I, to $.13 per dollar in Phase II.

4) Parkland will pay CGEY its Phase II Base Fees and estimated expenses in twelve equal monthly installments of $464,383.16 ($346,546.16 professional fees and $117,837 expenses). Phase I Base Fees and expenses will continue to be paid pursuant to the original agreement.

5) Parkland will have the right to obtain a refund if CGEY’s actual expenses are less than the estimated expenses which Parkland has paid. This right is retrospective with regard to Expenses already paid for Phase I, and applies prospectively to both Phase I and Phase II work.

6) To incentivize CGEY to assist PHHS with implementing Phase I Initiatives that may have the opportunity to return benefits in excess of the $40M without paying additional Base Fees or Expenses, the ceiling on Benefit Fees was raised to 1.5 times the original from $5,225,000 to $7,837,500. Similarly, the Phase II Benefit Fees ceiling was set at 1.5 times the estimated Benefit Fees for Phase II. The Estimated Benefit Fees for Phase II are $3,899,150, with a ceiling of $5,849,025.

7) To incentivize CGEY to deliver Financial Benefits in Fiscal Year 2004, an Excess Benefit Fee opportunity has also been added. The Excess Benefit Fee is $.05 for every dollar of Financial Benefit that Parkland realizes in Fiscal Year 2004 in excess of the Financial Benefits which CGEY estimated could be delivered in Fiscal Year 2004. The Excess Benefits Fee is subject to the raised ceilings described in bullet 6 above, and applies to both Phase I and Phase II work. Excess Benefit Fees are not available on Initiatives that do not impact revenues or expenses.
8) CGEY has committed to providing twenty-four (24) hours per month to prepare for and participate in communications with Parkland executives and the Parkland Board of Managers that is not Initiative specific at no additional charge. However, if, at the end of the engagement, total hours spent for this work exceeds 288 hours (24 x 12 months), Parkland will pay CGEY at its blended hourly rate of $205 per hour for time spent beyond the 288 hours. Authorization to request this work is restricted, and detailed monthly reports of the hours actually spent are required.

9) CGEY has agreed that any New Initiatives or out of scope work provided to Parkland will be at a blended hourly rate of $205 per hour.

10) Parkland has agreed that if CGEY delivers the Financial Benefits to Parkland, but in doing so it works more hours (in total) than it estimated due to causes beyond its control, Parkland will pay CGEY for such excess hours, up to 10% more than the estimated hours, at a rate of $102.50 (a 50% discount off of the $205 blended hourly rate). Payments for excess hours are only available for excess hours worked subsequent to the Amendment Effective date, and will be measured at the end of the engagement. Detailed monthly reporting to keep Parkland abreast of potential slippage is required to be eligible for payment.

11) In the event that CGEY is unable to deliver the estimated Financial Benefits from Phase II work, and CGEY does not work the entire amount of estimated hours budgeted for Phase II work, Parkland will be entitled to a refund of a pro-rata portion of the Phase II Base Fee. The pro-rating will be based upon the lesser of the percentage of hours worked versus hours estimated, or the percentage of Financial Benefits delivered versus Financial Benefits estimated.

12) CGEY has agreed that one-time benefits will be measured ninety (90) days after maturity. This will permit Parkland to determine if the one-time Financial Benefits have deteriorated after maturity. Benefit Fees for initiatives with recurring benefits will be considered earned when the initiative has sustained mature realization for 90 days. The 90 day wait to ensure benefits have been sustained applies to Phase I initiatives completed subsequent to the Amendment Effective Date and all Phase II work.

13) Parkland has agree to pay Benefits Fees on a monthly basis as they are realized, until an initiative meets the 90 day maturity discussed in 12) above. Once the 90 day maturity has been achieved, all remaining Benefit Fees for the initiative are billable. This language applies to Phase I initiatives completed subsequent to the Amendment Effective Date and all Phase II work.

14) The term is one year from execution.

15) The parties set baseline measuring periods for Phase I initiatives, removing previous ambiguity.

16) The parties have agreed to revise the initiative (VCP) approval process and documentation, in an attempt to streamline the process. PHHS management authorized to execute a VCP has been specified and is restricted.

17) The parties have added a requirement that they agree on whether initiative implementation costs will be included in Benefits Fee calculations, and if so, how such calculations will be performed.

18) The scope of work for Phase I has been updated, to reflect the parties current understanding. Budgeted hours and estimated FY04 realizations have also been documented.
February 4, 2004

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Officer

FROM: Greg Allbright
Budget and Policy Analyst

SUBJECT: DIVERT – Drug Courts Discretionary Grant

BACKGROUND
The Bureau of Justice Assistance, Department of Justice (DOJ) has announced the availability of funds for grants to expand and/or enhance the substance abuse treatment capacity for Drug Courts. The DIVERT Court has prepared a grant application to present to Commissioners Court for submission to the DOJ. The purpose of this briefing is to provide Commissioners Court with an understanding of the grant application and a recommendation concerning its submission.

OPERATIONAL IMPACT
The application seeks funding to continue the use of two in-house counselors and employ an additional counselor. The additional counselor will be Spanish speaking and will serve the DIVERT program participants that require Spanish speaking treatment services. Currently, the DIVERT Court has a three week waiting list for treatment services involving Spanish speakers. In FY2003, roughly 20% of new program participants were Spanish speaking. The grant period would begin September 01, 2004 and end August 31, 2005.

FINANCIAL IMPACT
The two in-house counselors are currently funded from grants from the Criminal Justice Division with funding available through August 31, 2004. Funding for the remainder of FY2004 is provided through program income and funds made available by Commissioners Court to fund the DIVERT budget short fall. The grant application requests $189,774 for three in-house counselor positions. This amount includes an indirect cost-recovery amount of $35,258 and a county cash match of $38,629. The cash match portion will be included in the FY2005 baseline budget.

RECOMMENDATION
The Office of Budget and Evaluation recommends that the Commissioners Court approve submission of the DIVERT grant application to Department of Justice, Bureau of Justice Assistance requesting $151,145 in grant funds, with a cash match of $38,629 and authorize the County Judge to sign all related documents.

411 Elm Street - 3rd Floor, Dallas Texas 75202-3340
(214) 653-6447 • Fax (214) 653-6517 • gallbright@dallascounty.org
<table>
<thead>
<tr>
<th>APPLICATION FOR FEDERAL ASSISTANCE</th>
<th>2. DATE SUBMITTED</th>
<th>Applicant Identifier</th>
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<tbody>
<tr>
<td>1. TYPE OF SUBMISSION</td>
<td>3. DATE RECEIVED BY STATE</td>
<td>State Application Identifier</td>
</tr>
<tr>
<td>Application Non-Construction</td>
<td>4. DATE RECEIVED BY FEDERAL AGENCY</td>
<td>Federal Identifier</td>
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5. APPLICANT INFORMATION

<table>
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<th>Legal Name</th>
<th>Organizational Unit</th>
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<tr>
<td>Dallas County</td>
<td>DIVERT Court Program</td>
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<thead>
<tr>
<th>Address</th>
<th>Name and telephone number of the person to be contacted on matters involving this application</th>
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<tr>
<td>133 N. Industrial Blvd., Frank Crowley Courts Bldg., 5th Dallas, Texas 75207-4399</td>
<td>Todd, Carol (214) 653-5340</td>
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6. EMPLOYER IDENTIFICATION NUMBER (EIN)

| 75-6000905 | |

7. TYPE OF APPLICANT

| County | |

8. TYPE OF APPLICATION

| New | |

9. NAME OF FEDERAL AGENCY

| Bureau of Justice Assistance | |

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.585

| CFDA TITLE: DRUG COURTS DISCRETIONARY GRANT PROGRAM | |

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT

| Adult Substance Abuse Outpatient Counseling Project | |

12. AREAS AFFECTED BY PROJECT

| Dallas County | |

13. PROPOSED PROJECT

| Start Date: September 01, 2004 | End Date: August 31, 2005 |

14. CONGRESSIONAL DISTRICTS OF

| a. Applicant | b. Project TX24 TX26 TX30 TX03 TX05 |

15. ESTIMATED FUNDING

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<td>State</td>
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<td>Local</td>
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<td>Other</td>
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<td>Program Income</td>
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<tr>
<td>TOTAL</td>
<td>$189,774</td>
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</table>

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

| Program has not been selected by state for review |

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

| N |

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.
February 4, 2004

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Officer

FROM: Sarah L. Smaardyks
Budget & Policy Analyst II

SUBJECT: Revision to the Town of Sunnyvale/Dallas County FY2004 Police Contract

BACKGROUND
Dallas County and the Town of Sunnyvale have had a contract in place that allows the Sheriff’s Office to perform all police functions for the Town. Each fiscal year a new police contract is prepared and submitted to the Town of Sunnyvale for their consent. The FY2004 contract was briefed to Commissioners Court on Tuesday, September 30, 2004, and court ordered on Tuesday, October 7, 2003 (CO 2003-1862).

The Town of Sunnyvale has asked Dallas County to revise the contract because they are now providing and paying for a cellular phone for the Lance Sergeant.

FINANCIAL IMPACT/CONSIDERATIONS
The Town of Sunnyvale reimburses the County for all expenses associated with providing police services to the Town including salaries (one Lance Sergeant, nine Deputies and one Investigator), vehicle expenses, two cellular phones, radio expenses, miscellaneous supplies and indirect cost of 15.36%. The FY2004 contract provides one new COPS Grant Deputy as well as $10,000 in overtime expenditures. The FY2004 contract includes all law enforcement salary increases (steps and structure) for a total of $755,859. The Town of Sunnyvale pays the County $62,988 on a monthly basis for this service.

The Town of Sunnyvale has begun providing the Lance Sergeant with a cellular phone and is paying the monthly bill. The cellular phone provided by Dallas County has been turned off since December. The Town has asked Dallas County to remove the Lance Sergeant’s Dallas County cellular phone from the monthly contract. This reduces the monthly contract payment to $62,949, a difference of $39 per month for the remainder of the fiscal year (February through September).

Recommendation
The Office of Budget and Evaluation recommends that Commissioners Court approve a new monthly billing amount of $62,949 per month for the remainder of the fiscal year with the Town of Sunnyvale for police services.
February 10, 2004

MISCELLANEOUS

1) **HEALTH & HUMAN SERVICES DEPARTMENT** requests approval for the appointment of David Buhner, M.D. as County Health Authority, as required by Article 4436b, Vernon's Civil Statutes, and Section 121.028 of the Health and Safety Code, for a term of two years effective February 1, 2004.

2) **HOSPITAL DISTRICT CONTRACT** -

<table>
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<tr>
<th>INFORMATION TECHNOLOGY</th>
<th>Vendor</th>
<th>Contract Term</th>
<th>Contract Amount</th>
<th>Revenue/Expense Capital</th>
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<th>Budget Status</th>
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<td>7 years</td>
<td>$31,500 escalating</td>
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<td>$13,716 escalating</td>
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<td>90 day out clause</td>
<td>$300,000</td>
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<td>Budgeted</td>
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</table>

**DETAILED WORKSHEET IN INFORMATION**

(Please Refer to Information Item No. 6)

3) **ELECTIONS DEPARTMENT** - requests approval for:

a) the use of space and parking for the upcoming Democratic and Republican Primary Elections for the following dates:
<table>
<thead>
<tr>
<th>Function</th>
<th>Date</th>
<th>Time</th>
<th>Location</th>
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<tbody>
<tr>
<td>Early Voting</td>
<td>02-23-04</td>
<td>8:00 a.m. - 5:00 p.m.</td>
<td>Records Building, Oak Cliff Sub-Courthouse and North Dallas Government Center</td>
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<tr>
<td></td>
<td>through 02-27-04</td>
<td>7:00 a.m. - 7:00 p.m.</td>
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<td></td>
<td>02-28-04</td>
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</tr>
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<td>02-29-04 &amp;</td>
<td>7:00 a.m. - 7:00 p.m.</td>
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<td>03-01-04</td>
<td>7:00 a.m. - 7:00 p.m.</td>
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<tr>
<td>Supply Pick Up</td>
<td>03-06-04</td>
<td>1:00 p.m. - 7:30 p.m.</td>
<td>George Allen Parking Garage, Records Building Foyer, and North Dallas Government Center</td>
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<tr>
<td>Election Night</td>
<td>03-09-04</td>
<td>5:00 p.m. - until complete</td>
<td>Records Building Foyer, North Dallas Government Center, and George Allen Parking Garage</td>
</tr>
<tr>
<td>Election Day</td>
<td>03-09-04</td>
<td>5:30 a.m. until complete</td>
<td>Health &amp; Human Services Building 8th Floor</td>
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b) for the use of a security on the following dates:

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<tr>
<th>Function</th>
<th>Date</th>
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<td></td>
<td>03-01-04</td>
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<td></td>
</tr>
<tr>
<td>Supply Pick Up</td>
<td>03-06-04</td>
<td>1:00 p.m. - 7:30 p.m.</td>
<td>Records Building Foyer, North Dallas Government Center</td>
</tr>
<tr>
<td>Election Night</td>
<td>03-09-04</td>
<td>5:00 p.m. - until complete</td>
<td>Records Building Foyer, North Dallas Government Center</td>
</tr>
<tr>
<td>Election Day</td>
<td>03-09-04</td>
<td>5:00 p.m. - until</td>
<td>2each Health and Human Services Building, 8th floor</td>
</tr>
</tbody>
</table>
4) **DATA SERVICES DEPARTMENT** - requests approval to purchase one Solaris 9 System Administrator’s Media Kit to bring web project in house. Funding of $95 is available in Major Technology Fund, Computer Hardware, FY2001, E-Commerce Project, (00195.0.08630.2001.0.92011). Recommended by the MIS Director

5) **JUSTICE OF THE PEACE, PRECINCT 1-1** - requests approval to continue utilizing temporary clerks in his court in lieu of filling all of the authorized staffing positions. The FY2004 authorized staffing for Precinct 1-1 is fourteen clerks. Currently, Justice of the Peace, Precinct 1-1 has six vacancies and Judge Jones desires to utilize the temporary clerks until the positions are filled. The transfer of funds results in no cost to Dallas County. The Office of Budget and Evaluation requests approval to transfer the funds from the Salary and Fringe category (salary assistant) to the Operating Expenses category (professional fees) to cover the temporary clerks. Recommended by the Office of Budget and Evaluation.

6) **FAMILY COURT SERVICES DEPARTMENT** - requests approval for reduced cost for parking authorized at the juror rate of $3 per day at the George L. Allen Sr. Courts Building Underground Parking Garage for Kristina Kline a graduate student who will be volunteering as an intern Family Court Counselor. She will be conducting adoption social studies for the Family and Juvenile Courts from January 22, 2004 until August 20, 2004.

7) **DISTRICT ATTORNEY’S DEPARTMENT** - requests approval to double-fill an investigator position (#3421) due to an employee’s extended military duty. The employee has been on active duty September 8, 2003 and was scheduled to return to work on February 2, 2004. However, the employee has formally notified the District Attorney’s Office that his duty has been extended for 180 days. The employee is currently on leave without pay and there will be no additional cost for the double-fill. This double-fill will be temporary until the employee returns. Recommended by the Office of Budget and Evaluation.

**TRAVEL REQUESTS**

8) **SHERIFF’S DEPARTMENT** - requests approval for Gary Lindsey to attend the Law Enforcement Executive Issues Conference in Austin, Texas on February 18-20, 2004 and the use of a County vehicle with gas credit cards and at no other cost to Dallas County.

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

a) Manuel Migoni and Kesete Yohannes to attend Section 8 RHIP Training in Anaheim, CA on February 4-7, 2004: $1,562 is available in Grant Fund, Section 8 Department, Training Fee Account, FY Budget 2000, (00466.08050.2460.2000). *(Previously briefed on February 3, 2004, has been revised to show Kesete Yohannes as the individual traveling in place of Brent Dickerson).*

b) Assefa Tulu and Darin Williams to attend the NEDSS Base System Meeting in Austin, Texas on February 17, 2004: $493.40 is available in Grant Fund, OPHP Bioterrorism Department, Conference Training Account, FY Budget 2004, (00466.08723.02460.2004).

c) Anita Friedman and Paul Shirley to attend the Advisory Committee for a Bioterrorism Curriculum Development Grant for Schools of Allied Health Sciences Meeting in San Antonio, Texas on February 18, 2004: $32 is available in Grant Fund, OPHP Bioterrorism Department, Conference Training Account, FY Budget 2004, (00466.08723.02460.2004).


f) Karin Petties, Dr. Michael Noss, Kenny Scott, Albertao Rubio, and Jennifer McMillian or Helen Zimba to attend the Consumer Training in Winston-Salem, North Carolina on March 3-8, 2004: $3,500 is available in Grant Fund, Ryan White Title I Department, Workshop Account, FY Budget 2003, (00466.65504.04210.2003).
g) Thomas J. Davis to attend the 2004 National STD Prevention Conference in Philadelphia, Pennsylvania on March 6-12, 2004: $2,044 is available in Grant Fund, STD Trg/CDC Department, Conference Training Account, FY Budget 2003, (00466.08900.02460.2003).


j) Steven Wilson, M.D. to attend the 2004 National STD Prevention Conference in Philadelphia, PA on March 7-14, 2004: $2,005 is available in Grant Fund, STD Trg/CDC Department, Conference Training Account, FY Budget 2003, (00466.08900.02460.2003).

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

Travel Request submitted for approval after travel has occurred:

11) COUNTY CRIMINAL COURT MANAGER - requests approval to reimburse Kimberly Craigmile for travel expenses (air, hotel, and meals) related to attendance at an Indigent Defense Conference in Austin, Texas on October 9-10, 2003. Funds in the amount of $187.72 are available through grand funds related to the Indigent Defense Coordinator Grant.
Travel Requests with reimbursements going over Dallas County Policy maximum reimbursement schedule:

12) **PROBATE COURT NO. 1** - requests approval for:

(Seven exceptions since January 2002 to present)

a) Rita Trammell to attend the Texas College of Probate Judges Workshop in South Padre Island, TX on March 3-6, 2004: $1,257.50 is available in Escrow Fund, Probate Court No. 1 Department, Education Account, FY Budget 2004, (00532.4701.21667.2004).

b) Daphne D. Thomas to attend the Texas College of Probate Judges Workshop in South Padre Island, TX on March 3-6, 2004: $1,060.90 is available in Escrow Fund, Probate Court No. 1, Education Account, FY Budget 2004, (00532.4701.21667.2004).

c) Ann Brockington to attend the Texas College of Probate Judges Workshop in South Padre Island, TX on March 5-7, 2004: $818.12 is available in Escrow Fund, Probate Court No. 1, Education Account, FY Budget 2004, (00532.4701.21667.2004).

**MISCELLANEOUS EQUIPMENT**

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>ITEMS:</th>
<th>2010</th>
<th>FUNDING SOURCE:</th>
<th>EXPENDITURE SOURCE:</th>
<th>PROPOSED ACTION:</th>
</tr>
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<tbody>
<tr>
<td><strong>Public Works</strong></td>
<td>I - Computer Desk</td>
<td>N/A (Surplus Equipment)</td>
<td>N/A</td>
<td>The Public Works Department requests authorization to obtain a computer desk from County surplus. The computer desk will be utilized by the recently approved new CMAQ Accounts Manager position. The computer desk does not have a County ID number. Recommended by the Office of Budget and Evaluation.</td>
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<td></td>
<td>DEPARTMENT:</td>
<td>ITEMS:</td>
<td>ESTIMATED COST:</td>
<td>FUNDING SOURCE:</td>
<td>EXPENDITURE SOURCE:</td>
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<td>2</td>
<td>1022 Facilities Management</td>
<td>1 - Fire Alarm Monitoring System Software Package $4,800</td>
<td>Within Budget</td>
<td>00120.1022.02093.2004 (General Fund, Facilities Management Department, Computer Software less than $5,000, FY2004)</td>
<td>The Facilities Management Department request authorization to purchase enhanced software for the Fire Alarm Monitoring System that is located in the George Allen security booth. The software will allow the security staff to be notified of an alarm at an outlying County building via cell phone or pager when they are away from the security booth. The purchase of this software enhancement will insure that fire alarms are monitored and responded to in a more efficient and timely manner. Recommended by the Office of Budget and Evaluation.</td>
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<tr>
<td>3</td>
<td>1070 County Auditor</td>
<td>1 - five drawer file cabinet (for Financial Audit section) 1 - four drawer file cabinet (for Grants section) 2 - two drawer file cabinets (for Financial Audit section)</td>
<td>N/A (Surplus Equipment)</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>4</td>
<td>2010 Public Works</td>
<td>3 - Desk Chair ($300 each) 2 - Side-Arm Chair ($250 each)</td>
<td>Reserves and Contingency, Furniture &amp; Equipment</td>
<td>00120.2010.02090.2004 (General Fund, Public Works Department, Property less than $5,000, FY2004)</td>
<td>$1,400</td>
</tr>
</tbody>
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PROPOSED ACTION: The Public Works Department requests authorization to purchase three replacement desk chairs and two replacement side-arm chairs for the GIS Technician, Senior Designer and Instrument Man positions. The current furniture is unstable and requires replacement. Recommended by the Office of Budget and Evaluation.

(5) DEPARTMENT: 5110 Juvenile Department - Administration
ITEMS: 1 - Heavy duty chair
ESTIMATED COST: $860
EXPENDITURE SOURCES: 00120.5110.02090.2004 (General Fund, Administration, Property Less than $5,000, FY2004)
PROPOSED ACTION: The Juvenile Department is requesting the replacement of a chair for an employee that requires additional support. Recommended by the Office of Budget and Evaluation.

(6) DEPARTMENT: 5110 Juvenile Department - Intake
ITEMS: 3 - Office Chairs
ESTIMATED COST: $
EXPENDITURE SOURCES: 00120.5110.02090.2004 (General Fund, Administration, Property Less than $5,000, FY2004)
PROPOSED ACTION: The Juvenile Department is requesting the replacement of three chairs in the Intake Division. These chairs have been examined by Facilities Management and are not able to be repaired. Recommended by the Office of Budget and Evaluation.

(7) DEPARTMENT: 3311 Institute of Forensic Sciences - Criminal Inv Lab
ITEMS: 1 - Refrigerator
ESTIMATED COST: $375.32
FUNDING SOURCE: Reserves and Contingency, Furniture and Equipment
EXPENDITURE SOURCES: 00120.3311.02090.2004 (General Fund, Crime Lab, Property Less than $5,000, FY2004)
PROPOSED ACTION: Dr. Barnard of the Institute of Forensic Sciences is requesting permission to purchase a 10 cubic ft. refrigerator for the storage of physical evidence during the transition from the autopsy floor to the toxicology section. Recommended by Office of Budget and Evaluation.

(8) DEPARTMENT: 4135 116th Civil District Court
ITEMS: 1 - HP3330 Printer/Copier/Fax Machine
ESTIMATED COST: $700
FUNDING SOURCE: DDA
PROPOSED ACTION: Judge Lopez of the 116th Civil District Court is requesting permission to purchase a Printer/Copier/Fax Machine for use by his court clerks utilizing DDA funds. Recommended by Office of Budget and Evaluation.

TELECOMMUNICATIONS REQUEST

District Attorney M-0401013 requests to upgrade sixteen single-line phones to multi-line sets to improve the efficiency of the department. Equipment: $608.00; Installation: $0.00, labor covered by contract, no recurring cost. Recommended.

J. P. Court Precinct 4-1 M-0412023 & D-0412008 requests to have two phone lines and two data-lines routed through counter due to renovation. Installation: $80.00; no recurring cost. Recommended.

CSCD M-0412016 requests to install a single-line on the 9th floor of the FCCB to be used with a modem. Installation: $43.00; no recurring cost. Recommended.

County Clerk D-0412011 requests to install a data-line on the 2nd floor of the Records building to provide access to network. Installation: $55.00; no recurring cost. Recommended.

Sheriff Intake M-0412037 requests to install two phone lines one for a single-line phone and one for a fax in room C-18 G of the FCCB. Installation: $82.00; no recurring cost. Recommended.
Health & Human Services M-0401014 requests to install two single-line phones on the 7th floor in room 748 for a new employee and a relocated one. Equipment: $80.64; Installation: $156.00; labor covered by contract; no recurring cost. Recommended.

District Court Administration M-0412025 requests to activate a single-line on the 3rd floor of the GACB in room 3130 for a fax. Equipment: $0.00; Installation: $0.00, labor covered by contract; no recurring cost.

Elections - requests:
M-0411042 to install four phone lines for early voting at 2922 MLK Blvd. Installation: $434.00; Monthly recurring cost: $140.00; Recommended.

M-0411043 to install four phone lines for early voting at 2403 Millmar Dr. Installation: $448.00; Monthly recurring cost: $140.00; Recommended.

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