DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

May 4, 2004

REPORTS/RECOMMENDATIONS/REQUESTS

PAGE NOS.

1) HEALTH AND HUMAN SERVICES

Request for Proposal to be Funded by the FY 2005
State of Texas HIV Health and Social Services
(State Services) Grant ........................................ 4-5

2) INSTITUTE OF FORENSIC SCIENCES

No Suspect Casework DNA Backlog Reduction
Program: Revised Forensic Biology Professional
Services Contract ............................................. 6-23

3) HUMAN RESOURCES/CIVIL SERVICE

Salary Survey 2004 ........................................... 24-31

4) FACILITIES

a) Lease Renewal- (Texas Department of Human Services) ................. 32

b) Fire Sprinklers System for 414 RL Thornton ............................ 33-34
   (COURT ORDER ON FORMAL AGENDA)

5) PURCHASING

a) Contract Extension for Annual Contract for Janitorial Supplies ... 35-48
b) Property for Dallas County On-Line Auction .................. 49-51

6) INFORMATION TECHNOLOGY SERVICES

LIMS Implementation for Forensic Science ...................... 52

7) MANAGEMENT INFORMATION SYSTEMS

Computer and Printer Purchase for New
Civil/JP Courts System ........................................... 53-54

8) PUBLIC WORKS

SouthFair Community Development Corporation - (Land
Transfer Program Time Extensions) ............................... 55-60

9) OPERATIONS

a) Furniture Procurement for George Allen Expansion Project .... 61-69

b) George L. Allen Sr. Civil Courts Building Addition
and Renovation Proposed, Change Order No. 4 ................... 70-84

10) OFFICE OF BUDGET & EVALUATION

Conversion of Attorney Position in the District Attorney’s Office .... 85-86

11) Major Technology Review .......................................... Handout

12) Sports Venue Development Project ............................... N/A

13) Miscellaneous, Travel Requests, Miscellaneous Equipment,
and Telecommunications Requests ................................. 87-93
14) **PUBLIC COMMENTS**

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

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

Minister’s Letter of Appreciation

**DATE(s) TO REMEMBER**

New Look Committee Meeting - Commissioners Court

*Friday, April 30, 2004*
- Justice Administration @ 1:00 p.m.
- Law Enforcement @ 2:00 p.m.
- Management Services @ 3:00 p.m.

*Tuesday, May 4, 2004*
- Health & Social Services @ 1:00 p.m.
- Community Services @ 2:00 p.m.

*Friday May 7, 2004*
- Justice Administration @ 1:00 p.m.
- Law Enforcement @ 2:00 p.m.
- Management Services @ 3:00 p.m.
TO: COMMISSIONERS COURT
FROM: ZACHARY S. THOMPSON, DIRECTOR
DATE: MAY 4, 2004
SUBJECT: REQUEST FOR PROPOSALS TO BE FUNDED BY THE FY 2005 STATE OF TEXAS HIV HEALTH AND SOCIAL SERVICES (STATE SERVICES) GRANT

Background of Issue
The Dallas County Judge is the grantee and legal recipient of State of Texas HIV Health and Social Services (State Services) Grant funds. Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency for State Services funds for the Dallas Health Services Delivery Area (HSDA) which includes Collin, Cooke, Dallas, Denton, Ellis, Fannin, Grayson, Hunt, Kaufman, Navarro, and Rockwall counties. In accordance with the provisions of the Texas Department of Health, the Administrative Agency is responsible for distributing State Services funds to eligible service providers in the Dallas HSDA.

The funds will be made available to the public through a Request for Proposals (RFP) on May 24, 2004, with proposals being due on June 14, 2004. Submitted proposals will be reviewed and scored by an External Review Committee, which is comprised of individuals demographically reflective of the Dallas HSDA’s HIV/AIDS cases. The Project Sponsor will review the initial recommendations from the External Review Committee and make final recommendations for the award of contracts to Commissioners Court on August 24, 2004.

Fiscal Impact
There will be no fiscal impact to Dallas County.

Operational Impact
The Administrative Agency’s staff will be responsible for providing technical assistance to parties interested in submitting proposals. In addition, staff will be responsible for reviewing the initial recommendations of the External Review Committee and for making final recommendations to the Commissioners Court.

Legal Impact
The Commissioners Court must approve the Administrative Agency’s RFP (see attachment).

Recommendation
It is recommended that the Commissioners Court approve the Administrative Agency’s RFP to be funded by 2005 State of Texas HIV Health and Social Services (State Services) grant funds, as reflected in the attachment.

RECOMMENDED BY: [Signature]
Zachary S. Thompson, Director, Health and Human Services

attachment
C: J. Allen Clemson, Court Administrator
   Virginia Porter, County Auditor

2377 North Stemmons Freeway
Dallas, Texas 75207-2710
Suite 200, LB-16
Office 214-819-1849
FAX 214-819-6023
FY 2005 State of Texas HIV Health and Social Services (State Services) Grant is available for viewing in the Administrator's Office.
April 28, 2004

TO: Commissioners Court

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

FROM: Cathy Causey Self, Forensic Coordinator

SUBJECT: No Suspect Casework DNA Backlog Reduction Program: Revised Forensic Biology Professional Services Contract

Background

In October 2002, the Commissioners Court approved an Interlocal Cooperation Contract with the Texas Department of Public Safety (DPS). In January 2004, the Commissioners Court approved a new agreement extending the contract term through April 2004. We have been advised that a final contract revision will be sent in the near future, extending the term of the agreement through August 2004.

The agreement enables the participation of the Criminal Investigation Laboratory - Forensic Biology Unit in a National Institute of Justice (NIJ) grant project that funds DNA analysis of biological evidence in criminal cases with no identified suspect (“no suspect cases”). Funding is provided for two contract scientists who are responsible for DNA extraction, quantitation, amplification, and profile generation on no suspect casework selected for processing using NIJ regulations. The scientists perform the contact work at the Institute of Forensic Sciences, in the Forensic Biology laboratory during hours designated by the Forensic Biology Supervisor. Regular staff analysts train the contract scientists and perform any necessary serology testing, analysis and interpretation of STR data, and CODIS entry of DNA profiles. The evidence profiled includes victim and exclusionary standards, and probative evidence samples.

The purpose of this briefing is to request approval of a revised personal services contract with Courtney Ferreira (see Attachment A) extending the contract term for the “duration of the first-year funding”. The revised contract is needed because the original contract with Ms. Ferreira was approved in May 2003 and included a twelve-month term limitation.
Operational Impact

Approval of the revised professional service contract will provide Forensic Biology with the scientific staff support needed to fulfill the scope of work required by the agreement with DPS and the NIJ. The desired outcomes of the project are a reduction in the number of untested no suspect case specimens and realizing benefits from additional CODIS entries, specifically the resolution of unsolved crimes.

Fiscal Impact

The financial terms of the revised agreement are the same as those included in the original contract. The first-year funding agreement with DPS includes a total $83,000 for professional services contracts. The hourly compensation amount of $19.95 was established in the NIJ grant documents, and payments are limited to funds available under the DPS agreement.

Legal Issues

NIJ grant regulations do not permit the hiring of regular staff with grant funds, but do allow the purchase of contract services. The term of the proposed contract has been altered to coincide with the project funding period. Additionally, the language and provisions of this agreement have been updated by the District Attorney Civil Section to reflect current standards, incorporate indemnification language into the main contract, and eliminate the Release of Waiver and Claims form that was part of the original contract.

Ms. Ferreira has completed an affidavit stating that she does not maintain Workers’ Compensation Insurance as required by the contract because she does not meet the minimum requirements to purchase such insurance (she does not have any employees as defined under the Texas Workers’ Compensation Act). Additionally, we are requesting a continuation of the waiver of the rest of the standard insurance due to the scope of the work and the type of individual performing the work.

Project Term

The contract will be effective upon signature by the County Judge through the duration of the first-year interlocal agreement with DPS, contingent on grant funds availability.

Recommendation

The Institute of Forensic Sciences recommends that the Commissioners Court approve the revised professional services contract with Courtney Ferreira and that the County Judge be authorized to sign contract documents on behalf of Dallas County.

xc: Bob Schell, District Attorney, Civil Section  
Virginia Porter, County Auditor  
Tim Sliter, Ph.D., Chief, Physical Evidence Section
COUNTY OF DALLAS  §
STATE OF TEXAS  §

PERSONAL SERVICES CONTRACT ("Contract")
Between
DALLAS COUNTY ("County"),
On Behalf of
DALLAS COUNTY SOUTHWESTERN INSTITUTE OF FORENSIC SCIENCES ("SWIFS"),
And
COURTNEY Ferreira ("Contractor")

1. PURPOSE

This Contract is entered into by and between County and Contractor in accordance with the Commissioners Court order and pursuant to the authority granted by the Texas Local Government Code § 262.024 for the provision of selected forensic biologist services to help meet Forensic Biology (DNA) laboratory objectives outlined in the National Institute of Justice grant project, "No Suspect Casework DNA Backlog Reduction."

2. TERM

Unless otherwise stated in this Contract, and contingent upon SWIFS' receipt of grant funds from the National Institute of Justice, the Term of this Contract will be from the date that this Contract is executed and shall continue for the duration of the "first-year project funding."

3. SERVICES BY CONTRACTOR

A. Contractor will understand and comply with all SWIFS, including SWIFS Physical Evidence Section and Forensic Biology Unit, procedures and policies regarding department and laboratory standards and practices;

B. Contractor must successfully complete applicable competency tests administered by SWIFS' Chief of the Physical Evidence Section or his/her designee within forty (40) days of the execution date of this Contract;

C. Contractor will perform DNA extraction, quantitation, amplification, profile generation and electrophoresis on evidence specimens from cases assigned by SWIFS Forensic Biology Unit supervisor;

D. Contractor will provide testimony in courts, as required;

E. Contractor will perform assigned casework exclusively at SWIFS facility located at 5230 Medical Center Drive, Dallas, Texas;

F. Contractor will adhere to the work hours established by SWIFS' Forensic Biology Unit supervisor.

4. PAYMENT FOR SERVICES

A. Contractor agrees to submit complete, fully documented and accurate itemized invoices in a SWIFS approved form, with appropriate/applicable attachments, statistical and programmatic documentation reports as required by County for services provided in accordance with this contract.
B. Upon receipt of invoice, County agrees to compensate Contractor in the amount of Nineteen and 95/100 Dollars ($19.95) per hour for such services within thirty (30) days from the date of receipt of invoice. County will make payment to Contractor upon receipt of a verified and proper billing for services actually rendered. Any payments by County to Contractor may be withheld if the Contractor fails to comply with County's contract provisions, deliverables, or other requirements relating to Contractor's performance of work and services under this Contract. County shall pay Contractor only for those costs that are allowable under applicable federal rules, regulations, cost principles, applicable grants, the TDH, and as stated in this Contract. County shall have the right to withhold all or part of any payments to the Contractor to offset any payment or reimbursement made to Contractor for ineligible expenditures, undocumented units of service billed, and any profit made from the program by Contractor.

C. **Not to Exceed Amount.** The maximum amount to be paid under this Contract is Forty One Thousand Five Hundred and 00/100 Dollars ($41,500.00) for Two Thousand Eighty (2,080) hours worked.

D. Contractor agrees that a temporary delay in making payments due to the County's or SWIFS' accounting and disbursement procedures shall not place the County/SWIFS in default of this Contract and shall not render the County/SWIFS liable for interest or penalties, provided such delay shall not exceed thirty (30) calendar days after its due date. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

5. REPORTING AND ACCOUNTABILITY

A. Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames.

B. Contractor agrees that all information, data and supporting documentation that relates to the services under this Contract shall remain the property of the County.

C. Should SWIFS determine it reasonably necessary, Contractor shall make all of her records and books reasonably related to this Contract available to authorized SWIFS personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Contract. Required documents may include, but are not limited to, documents pertaining to services provided for purposes of programming, creation and modification of data fields, and records of telephone hours of support provided.

D. Contractor agrees to make available, at reasonable times and for reasonable periods, those supporting documents pertaining to services. All documents shall be maintained and kept by Contractor for a minimum of four (4) years and ninety (90) calendar days after the termination of the contract period. If any litigation, claim or audit involving these records begins before the specified period expires, Contractor must keep the records and documents until the later occurrence of either the end of an additional four (4) years and ninety (90) calendar days from date of court filings/audit findings, or until all litigation, claims or audit findings are resolved.

6. INDEMNIFICATION

Contractor shall forever waive, release, indemnify and hold harmless County, its Commissioners, Judge, assigns, officers, directors, employees, agents, representatives, and any third parties with whom County has or may in the future contract with to perform any
aspect of County’s Information Technology business functions (referred collectively as “County”), from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and expenses (whether based upon tort, breach of contract, patent, trademark or copyright infringement, or other intellectual property infringement, failure to pay employee taxes or withholdings, failure to obtain worker’s compensation insurance, or otherwise), whether known or unknown, including, without limitation, legal and related legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from (1) any actual or alleged intentional or negligent act or omission of, or default in the performance of, attempted performance of, or failure to perform, her obligations pursuant to this Contract by Contractor, her assigns, or her subcontractors, officers, directors, employees, agents or representatives (referred collectively as “Contractor”), (2) Contractor’s involvement in the specified services under this Contract, (3) Any terms or conditions or provisions or underlying provisions of this Contract, including but not limited to, any premises or special defect known or unknown to County, and any injury to individuals present during Contractor’s involvement under the terms and conditions of the services and Contract, including willful acts such as assault, copyright, licensing and patent infringement relating to any software and/or equipment provided by Contractor; and wrongful imprisonment or other intentional torts as a result of incorrect and/or scrambled information downloaded from any software and/or equipment provided by Contractor, and (4) the selection, provision, misuse, use or failure to use, by Contractor or any person or entity, of any medical devices, tools, supplies, materials, equipment, any other devices, tools, supplies, materials, equipment, or vehicles (whether owned or supplied by County, or any other person or entity) in connection said work or operations;

AND FURTHER, Contractor, to the fullest extent allowed by law, agrees to waive, release, indemnify and hold harmless County against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and/or other expenses, of any kind or nature whatsoever (whether based upon tort, breach of contract, patent, trademark or copyright infringement, or other intellectual property infringement, failure to pay employee taxes or withholdings, failure to obtain worker’s compensation insurance, or otherwise), including, without limitation, legal and related legal fees and expenses, of any kind or nature that are incurred by or sought to be imposed on County arising out of or on account of, or resulting from injury (including death), whether known or unknown, including, but not limited to, exposure to any disease, by any manner or method whatsoever, 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 the Contract and/or the performance of, attempted performance of, or failure to perform, operation or work by County, its contractors, or its subcontractors, and/or any other person or entity. This indemnification shall apply, whether or not any such injury or damage has been brought on any theory of liability, intentional wrongdoing, strict product liability, County’s negligence, or breach of non-delegable duty. Contractor further agrees to defend (at the election of County) at her sole cost and expense against any claim, demand, action or suit for which indemnification is provided herein.

Approval and acceptance of Contractor’s services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, her subcontractors, employees, officers, agents, invitees, licensees or assigns for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services
performed by Contractor, her subcontractors, employees, officers, agents, invitees, licensees or assigns in this regard. Contractor shall defend, hold harmless and indemnify the County for damages resulting from such defects, errors or omissions.

These provisions shall survive termination, expiration or cancellation of this Contract or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

7. INSURANCE

A. Within ten (10) calendar days after the effective date of this Contract, Contractor shall furnish, at her sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any services. Contractor shall, in the stated ten (10) day period, furnish to the Dallas County Director of Purchasing verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Contract, by an insurance company acceptable to County and authorized to do business in the State of Texas. Such insurance shall show the County as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the Contract term and each renewal period, if any. The following minimum insurance coverage is required:

1) **Workers’ Compensation Insurance** or self insured employee coverage in the amount as required by the law of the State of Texas or Federal law, meeting the acceptability requirements as established by the Texas Workers’ Compensation Act, Title 5, Subtitle A, Texas Labor Code, if Contractor has any employee(s) as defined by the Workers’ Compensation Act. If Contractor has no employee (as defined by the Texas Workers’ Compensation Act), Contractor shall provide County with a sworn Affidavit stating that there is no employee in lieu of a Certificate of Insurance (attached hereto as Exhibit B and incorporated herein for all purposes).

In the event that any work is sublet Contractor shall require the subcontractors to similarly provide Workers’ Compensation Insurance for all of the subcontractors’ employees unless such employees are afforded protection by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers Compensation statute, the Contractor shall provide and shall cause each sub-contractor to provide adequate and suitable insurance for the protection of her employees not otherwise protected.

8. EXPENSES

Unless prior written approval by SWIFS is obtained, Contractor shall be responsible for all mileage and other expenses related to the fulfillment of the requirements of the Contract.

9. TERMINATION / SUSPENSION

A. **Suspension.** Should County desire to suspend the services, but not terminate the Contract, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. Contractor shall stop all services as set forth in this Contract and will cease to incur costs to County during the term of the suspension. Contractor shall resume work when notified to do so by County in a written authorization to proceed. If a change in the terms and conditions of payment for services of this Contract is necessary because of a suspension, a mutually agreed Contract amendment will be executed in accordance with this Contract.
B. **Termination.** Either party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Contract, terminate this Contract, in whole or in part, by giving thirty (30) calendar days prior written notice thereof to the other party with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. County shall compensate the Contractor in accordance with the terms of this Contract for the services performed prior to the date specified in such notice. In the event of cancellation, Contractor shall cease any and all services under this Contract on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, Contractor shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. To the extent federal funds are available and reimbursement is permitted, County will reimburse Contractor for non-cancelled obligations that were incurred prior to the termination date. Upon termination of this Contract as herein above provided, any and all unspent funds that were paid by County to Contractor under this Contract and any and all County data, documents and information in Contractor’s possession shall be returned to County within five (5) business days of the date of termination. In no event shall County’s termination of this Contract, for any reason, subject County to liability.

1) **Without Cause:** This Contract may be terminated, in whole or in part, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.

2) **With Cause:** County reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

   a) Lack of, or reduction in, funding or resources;

   b) **Non-Performance.** Contractor’s non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by the County. Termination, in whole or in part, by the County under this Section may be made at County’s option and without prejudice to any other remedy to which County may be entitled to at law or in equity, or elsewhere under this Contract, by giving thirty (30) days written notice to Contractor with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. County shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized. At County’s sole discretion and with written notice by County, Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. County will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with Contractor’s performance, such problems and/or deficiencies being determined by County. Nothing herein, however, shall be construed as negating the basis for termination for non-performance or shall in any way limit or waive County’s right to terminate this Contract under any other provisions herein.

   c) Contractor’s improper, misuse or inept performance of services under this Contract;

   d) Contractor’s failure to comply with the terms and provisions of this Contract;

   e) Contractor’s submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;
f) In County's sole discretion, if termination is necessary to protect the health and safety of clients;

g) If Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to her liquidation or insolvency or for the appointment of a receiver or similar officer for her, has a receiver of her assets or property appointed or makes an assignment for the benefit of all or substantially all of her creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of her affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of her obligations, or has a material change in her key employees; and/or

h) Contractor's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

10. NOTICE

Any notice to be given under this Contract shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) business days subsequent to the date it was so delivered or mailed.

Jeffrey J. Barnard  
Director & Chief Medical Examiner  
Dallas County  
Southwestern Institute of Forensic Sciences  
5230 Medical Center Drive  
Dallas, Texas 75235

Courtney Ferreira  
10433 Lake Park Drive  
Hurst, Texas 76053

11. SEVERABILITY

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

12. SOVEREIGN IMMUNITY

This Contract is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver or any immunities from suit or from liability that the parties or the County has by operation of law. Nothing in this Contract is intended to benefit any third party beneficiary.

13. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Contract, Contractor must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. This Contract shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas.
14. AMENDMENTS AND CHANGES IN THE LAW

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

15. ENTIRE AGREEMENT

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

16. BINDING EFFECT

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

17. GOVERNMENT FUNDED PROJECT

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

18. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

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

19. FISCAL FUNDING CLAUSE

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

20. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

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

21. PREVENTION OF FRAUD AND ABUSE

Contractor shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Contract. Any known or suspected incident of fraud or program abuse involving Contractor’s employees or agents shall be reported immediately by the County to the Office of the Inspector General for appropriate action. Moreover, Contractor warrants to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Contractor and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Contract does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Contractor shall, upon notice by County, refund expenditures of the Contractor that are contrary to this Contract and deemed inappropriate by the County.

22. INDEPENDENT CONTRACTOR

Contractor, including her agent or employee, is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for her own acts, forbearance, negligence and deeds, and for those of her agents or employees in conjunction with the performance of work covered under this Contract.

23. ASSIGNMENT

Contractor assures that she will not transfer or assign her interest in this Contract without the prior written consent of the County. Contractor understands that in the event that all or substantially all of Contractor’s assets are acquired by another entity, Contractor is still obligated to fulfill the terms and conditions of this Contract. In the event of the assignment or sale of Contractor assets, the County, at its option, may terminate this Contract and at no cost to the County retain the use of any of the equipment, software and other items provided under this Contract. Contractor shall deposit all system and application software with an independent escrow agent. In the event of sale or assignment, County has the right of use of all source codes and at no cost perpetual license to use all software.

24. SUBCONTRACTING

Contractor may not enter into agreements with subcontractors for delivery of the designated services outlined in this Contract without prior written consent of the County, which consent shall not be unreasonably withheld. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that she will solely be responsible to County for the performance of this Contract. Contractor shall pay all subcontractors in a timely manner. County shall have the right to prohibit Contractor from using any subcontractor.

25. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

A. Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the services under this Contract, unless authorized by law. Contractor agrees to adhere to all confidentiality requirements, as applicable under Contract and law, for work conducted for County under this Contract.
B. **Confidentiality.** "Confidential Information" means information designated as confidential or which would be recognized as confidential by a reasonable person from its nature and the circumstances surrounding its disclosure. Confidential Information includes, without limiting the generality of the foregoing, Contractor Software, County Data, County Software, the terms of this Contract, and information: (1) relating to the Disclosing Party’s current or planned software (whether in object code or source code form) or hardware products or services, technical and non-technical information, formulae, tools, patterns, compilations, programs, devices, techniques, drawings, methodologies and processes; (2) relating to Disclosing Party’s business, policies, strategies, operations, finances, plans or opportunities, including the identity of, or particulars about, the County’s clients, customers or service providers; or (3) marked or otherwise identified as confidential, restricted, secret or proprietary, including, without limiting the generality of the foregoing, information acquired by inspection or oral disclosure provided such information acquired by inspection or oral disclosure provided such information was identified as confidential at the time of disclosure or inspection.

C. **Exceptions.** Notwithstanding the foregoing, Confidential Information does not include information that the Receiving Party can establish: (1) has become generally available to the public or commonly known in either Party’s business other than as a result of a breach by the Receiving Party of any obligation to the Disclosing Party; (2) was known to the Receiving Party prior to disclosure to the Receiving Party by the Disclosing Party by reason other than having been previously disclosed in confidence to the Receiving Party; (3) was disclosed to the Receiving Party on a non-confidential basis by a third party who did not owe an obligation of confidence to the Disclosing Party with respect to the disclosed information; (4) was independently developed by the Receiving Party without any recourse to any part of the Confidential Information; or (5) in the case of County, any information related to the services which County has publicly disclosed in connection with an RFP for information technology services, including, without limitation, information of an operational, technical or financial nature related to County.

D. **Use of Confidential Information.** During the term of this Contract, the Receiving Party may: (1) disclose Confidential Information received from the Disclosing Party only to its employees, agents, officers, directors, attorneys, and subcontractors who have a need to know such information exclusively for the purpose of performing pursuant to this Contract and who have executed a nondisclosure agreement containing provisions no less restrictive than those contained herein, who are subject to other equivalent means to ensure confidentiality; (2) reproduce the Confidential Information received from the Disclosing Party only as required to perform pursuant to this Contract; and (3) disclose Confidential Information as required by law, provided the Receiving Party gives the Disclosing Party prompt notice prior to such disclosure to allow the Disclosing Party to make a reasonable effort to obtain a protective order or otherwise protect the confidentiality of such information. Except as otherwise specifically provided in this Contract, the Receiving Party shall not during the term and after expiration or earlier termination of this Contract: (1) disclose, in whole or in part, any Confidential Information received directly or indirectly from the Disclosing Party; or (2) sell, rent, lease, transfer, encumber, pledge, reproduce, publish, market, transmit, translate, modify, reverse engineer, compile, disassemble or otherwise use the Confidential Information in whole or in part.

E. **Care.** The Receiving Party shall exercise the same care in preventing unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, but in no event less than reasonable care.
F. **Return of Confidential Information.** Immediately upon the Disclosing Party's request, and at the expiration or earlier termination of this Contract or any other applicable renewal or extension hereof, the Receiving Party shall return or destroy all materials containing Confidential Information, including without limitation, all originals, copies, reproductions and summaries, and all copies of Confidential Information present on magnetic media, optical disk, volatile memory or other storage device, in a manner that assures the Confidential Information is rendered unrecoverable.

G. Notwithstanding the foregoing, County agrees, to the extent permitted by the Public Information Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to County, or any information related to this Contract, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing County's obligations under this Contract, unless prior written notification is given by County that such specified item will be released under the Public Information Act.

H. **Confidential or Proprietary Marking.** Any information or documents the Contractor uses in the performance of the services provided under this Contract that Contractor considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or otherwise required by law.

I. **Ownership of County Data.** All County Data shall remain the property of County. The County Data shall not be used by Contractor other than in connection with providing the services pursuant to this Contract, disclosed sold, assigned, leased or otherwise provided to third parties by Contractor, or commercially exploited by or on behalf of Contractor, her employees, officers, agents, subcontractors, invitees, or assigns in any respect. Contractor shall not delete or destroy any County Data or media on which County Data resides without prior written authorization of County (acting through the County Commissioners Court, County Commissioners Court Administrator, County Contract Manager). At no cost to County, Contractor shall upon request promptly return to County, in the format and on the media in use as of the date of the request, any and all requested portion of any County Data she may possess or control.

J. **County Software.** County shall identify the County Software, if any, that Contractor is authorized to use to perform the services pursuant to this Contract and specify the rights of Contractor to use the County Software for the benefit of the County.

K. **Contractor Software.** Contractor shall identify any Contractor Software that will be used to provide the services under this Contract. Without the fully informed written consent of the County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager), Contractor shall not use in performing the services pursuant to this Contract any Contractor Software that is not commercially available to County. Contractor shall install, operate and maintain, at her own expense, any Contractor Software needed to provide the services pursuant to this Contract. Contractor hereby grants to County, her contractors and subcontractors, to the extent necessary or desirable for County or such contractors and subcontractors to perform the services pursuant to this Contract, a worldwide, perpetual, royalty-free, nonexclusive license to use and modify Contractor Software for the sole and exclusive benefit of County. Except for the foregoing license, Contractor shall retain all right, title and interest in and to the Contractor Software.
Use of Concepts. Nothing in this Contract shall restrict a party from the use of any ideas, concepts, know-how, methods or techniques relating to information technology services that such party, individually or jointly, develops or discloses under this Contract or obtains from third parties, except to the extent that such use infringes the other party's patent rights, copyrights or other intellectual property rights or involves a disclosure or use of the other party's Confidential Information.

Security. Contractor will comply with the security procedures that are in effect during the term of this Contract for the security of County's facilities and County Data. Since Contractor personnel may have the ability to defeat systems security provisions on devices containing related and unrelated confidential information or data, Contractor covenants that she shall not access such County data or information or assert waiver of these confidentiality requirements by virtue of Contractor's access.

County Ownership of Work Product and Intellectual Property. Contractor agrees that any and all work, including, but not limited to, any and all analyses, evaluations, reports, memoranda, letters, ideas, formulae, processes, methodologies, tools, patterns, compilations, programs, devices, techniques, drawings, software, hardware, firmware, books, manuals, and films that are developed, prepared, conceived, made or suggested by Contractor for County pursuant to this Contract, including all such developments, enhancements, and modifications that are originated or conceived during the term of this Contract and are completed and reduced to writing or any other tangible form thereafter (hereinafter, the "Work Product") is and shall remain the exclusive property of County. Contractor further agrees that all Work Product that results or could result in the production of intellectual property, including, but not limited to, original computer programs, computer software, books, manuals, films or other original materials (hereinafter, the "Intellectual Property") is and shall remain the exclusive property of County. All rights, title, and interests in and to said property shall vest in County upon creation or upon creation in a fixed form. Any rights, title, and/or ownership interests, including patents and copyrights, that the Contractor, any subcontractors, or any other workers may hold in the Work Product, any other tangible media embodying the Work Product, or the Intellectual Property is hereby irrevocably assigned to County.

Work for Hire. All work made or performed under this Contract shall be considered to be a "work made for hire" under the copyright laws. County shall have the right to obtain and hold in its own name any and all patents, copyrights, trademarks, service marks, certification marks, collective marks, registrations, or such other protection as may be appropriate to the Work Product and/or Intellectual Property, and any extensions or renewals thereof. To the extent that any rights, title and/or interests to any such work may not, by operation of law, vest in County or such work may not be considered a "work made for hire" under applicable law, Contractor hereby irrevocably assigns to County any and all of Contractor's rights, title and interests in and to said property. Contractor shall ensure that all rights, title and interests in and to said property are secured to County from Contractor and her subcontractors. Contractor agrees to give County, and agrees to require her subcontractors to give to County, or any person designated by County, all assistance required to perfect the rights, title, and interests defined in this provision, without any charge or expense beyond those amounts payable to Contractor for the services rendered pursuant to this Contract. Contractor shall execute any documents and take any other actions reasonably requested by County to accomplish the purposes of this provision. If, for any reason, County fails to obtain ownership of the Work Product and/or Intellectual Property and such ownership is vested in the Contractor, her employees or agents, Contractor agrees to (1) promptly and legally transfer such Work Product and Intellectual Property to County wherever possible and (2) wherever not possible, promptly
grant to County a perpetual, exclusive, royalty-free and irrevocable license to use the Work Product and Intellectual Property for any purpose, and to assign and sublicense her license rights. In the event Contractor, for any reason, shall have or claim any rights, title, and/or interests in or to said property, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which the Contractor, or her subcontractors, purchases ownership under this Contract.

P. Survival. The provisions of this Section shall survive termination or expiration of this Contract or any determination that this contract or any portion hereof is void, voidable, invalid or unenforceable.

26. ASSURANCES

In providing services required by this Contract, Contractor agrees to observe and comply with all grant requirements, licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. Contractor's failure to comply with this assurance shall be treated as a default and/or breach of this Contract.

A. Contractor will comply with SWIFS Health and Safety Program and will be required to receive training and sign and acknowledgment form prior tocommencing work under this Contract.

B. Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

C. Contractor assures that she shall not receive personal benefits or gains in performance of the services outlined in this Contract. Furthermore, Contractor agrees to disclose prior to commencement of a particular assignment any material/financial interests that she or a third party may have in the services required under this Contract.

D. No-Discrimination. This Contract is subject to applicable federal and state laws and executive orders, including the Fair Labor Standards Act of 1938, relating to equal opportunity and nondiscrimination in employment. Neither Contractor nor her agents or subcontractors shall discriminate in their employment practices against any person by reason of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status. In addition Contractor assures that no person will, on the grounds of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status, be excluded from, be denied the benefit of or be subjected to discrimination under any program or activity funded in whole or in part under this Contract. Contractor agrees to comply, and to cause her agents and subcontractors to comply, with the provisions of said laws and orders to the extent any such laws and orders are applicable in the performance of this Contract.

Specifically, Contractor agrees to comply with all federal and state statutes relating to nondiscrimination, which include, without limitation: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. SS 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.S. 794), which prohibits discrimination
on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. SS 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-181), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) that may apply.

E. Contractor, by acceptance of funds provided under this Contract, agrees and ensures that personnel paid from these funds are duly licensed and/or qualified to perform the required services. Contractor further agrees and ensures that all program and/or facility licenses necessary to perform the required services are current and that County will be notified immediately if such licenses become invalid during the term of this Contract.

F. Contractor assures that funds received pursuant to this Contract will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract.

G. Contractor shall pay all subcontractors in a timely manner. County shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this Contract, Contractor shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Contract.

H. Under Section 231.006, Texas Family Code, Contractor certifies to County this Contractor is not delinquent in any child support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.

I. Contractor certifies that neither she nor any of her principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency.

J. Contractor assures that she shall not receive personal benefits or gains in performance of the services outlined in this Contract. Furthermore, Contractor agrees to disclose prior to commencement of a particular assignment any material/financial interests that she or a third party may have in the services required under this Contract.

K. Best Efforts to Minimize Costs to County. Contractor shall use her best efforts to complete each assigned task in an economical manner as possible and to minimize any charges incurred in connection therewith to the maximum extent possible, consistent with Contractor's other obligations under this Contract.

L. Failure to comply with any of these assurances or any other requirements specified within this Contract will put Contractor in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

M. Governmental Consent. Contractor warrants that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Contract.
27. CONTRACTOR'S WARRANTIES

A. **No Actions, Suits, or Proceedings.** Contractor warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Contractor's ability to fulfill her obligations under this Contract. Contractor further warrants that she will notify County immediately if Contractor becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect of Contractor's ability to fulfill the obligations under this Contract.

B. **Warranty of Contractor's Capability.** Contractor warrants that she is financially capable of fulfilling all requirements of this Contract and that Contractor is a validly organized entity that has the authority to enter into this Contract. Contractor warrants that she is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Contract.

C. **Professional Quality.** Contractor warrants to County that all materials and services will be of professional quality conforming to generally accepted data processing and researching practices, and that all services provided under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty is limited to rework of the unsatisfactory product without change to the original specifications and without regard to the amount of the effort expended on the original work product.

28. TRANSITION SERVICES REQUIRED OF CONTRACTOR

Upon notice of termination and/or expiration of this Contract, the County shall immediately have the right to audit any and all records of Contractor relating to this Contract. Moreover, upon termination and/or expiration date of this Contract, Contractor agrees to transition the services provided herein in a cooperative manner and provide anything requested from the County at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) All Contract and services documentation identified in a complete, neat and orderly manner; and (ii) Good faith pledge to cooperate with County upon transition of services to another contractor or County department providing the same or similar services; and (iii) Final accounting of all income from the Contract; and (iv) Downloading and removal of all County information from the Contractor's equipment and software; and (v) Removal of Contractor services without affecting the integrity of County's systems; and (vi) All Records and County property. This provision shall survive Contract termination. Contractor agrees to allow County to continue to utilize all Contractor's software/third-party software until such time as County has completed processing all citations begun within term of Contract, or any extension thereto.

29. TAX

Dallas County, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and shall therefore not be liable or responsible to the Contractor for the payment of such taxes under this Contract.

The fees paid to Contractor pursuant to this Contract are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Contract and based upon or measured by Contractor's cost in acquiring or providing products and/or services and related materials and supplies furnished or used by Contractor in performing
her obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by Contractor.

Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by Contractor for work performed under the terms of this Contract and agrees to indemnify and save harmless the County from any such contribution or taxes or liability.

30. SIGNATORY WARRANTY

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

EXECUTED THIS _________ DAY OF ______________________ 2004.

COUNTY: __________________________

BY: Margaret Keliher
    Dallas County Judge

CONTRACTOR: __________________________

BY: Courtney Ferreira

Recommended:

BY: Jeffrey J. Barnard, M.D.
    Director & Chief Medical Examiner
    SWIFS

*Approved as to Form:

BY: Bob Schell
    Chief, Civil Section
    Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).
AFFIDAVIT OF COURTNEY Ferreira

Before me, the undersigned authority personally appeared, Courtney Ferreira, individually and doing business as ("d/b/a") Courtney Ferreira, who after being by me first duly sworn, deposed and stated as follows:

"My name is Courtney Ferreira, d/b/a Courtney Ferreira, appearing herein individually. I am over 21 years of age, of sound mind, authorized and fully competent to make this affidavit. I have never been convicted of a felony or misdemeanor involving moral turpitude. I have personal knowledge of the facts and representations stated for the reasons stated herein, and such facts and representations are true and correct."

"My name is Courtney Ferreira, d/b/a Courtney Ferreira. I am located at 10433 Lake Park Dr, Hurst, TX 76053. Dallas County awarded a personal services contract for forensic biologist services ("Contract") to me. The Contract provisions require the successful Contractor to maintain Workers' Compensation Insurance coverage meeting the requirements and coverage amounts as established by the Texas Workers' Compensation Act, Title 5, Subtitle A, Texas Labor Code. I do not maintain Workers' Compensation Insurance as required by the Contract. I am ineligible to purchase Workers' Compensation insurance as required by the Contract in that I do not meet the minimum requirements to purchase such insurance for the following reasons: I do not have and do not foresee having any employees as defined under the Texas Workers' Compensation Act and therefore, I am not required by law to obtain such insurance."

"Further affiant sayeth not."

Courtney Ferreira
Print Name

Courtney Ferreira
Signature

Sworn to and subscribed to before me, on this 27 day of April, 2004.

Angela R. Cole
Notary Public State of Texas

07-19-2004
My Commission Expires (SEAL)

ANGELA R. COLE
COMMISSION EXPIRES
JULY 19, 2005
Date: April 28, 2004

To: Members of the Commissioners Court

From: Mattye Mauldin Taylor, Ph.D., Director

Subject: Salary Survey 2004

**Background**
As part of the "New Look" proposal, the Human Resources/Civil Service Department was assigned the task of providing Commissioners Court a summary review of the market competitiveness of the county's pay. The purpose of this briefing is to outline the strategy for accomplishing this task.

**Impact on Operation**
Completion of the project will provide the requested information.

**Financial Impact**
The estimated cost of purchasing materials for this project will not exceed $5,000.00 and should be allocated to the HR departmental budget.

**Recommendation**
The Human Resources/Civil Service Department recommends Commissioners Court approve the attached proposal and allocate $5,000.00 to the HR departmental budget to cover all costs for the project.

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

Attachments
## Market Salary Review Proposal

<table>
<thead>
<tr>
<th>Year Of Experience</th>
<th>10th Percentile</th>
<th>Time Series Mean</th>
<th>90th Percentile</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>71,620</td>
<td>85,650</td>
<td>138,731</td>
</tr>
<tr>
<td>7</td>
<td>80,168</td>
<td>90,160</td>
<td>138,739</td>
</tr>
<tr>
<td>1</td>
<td>44,609</td>
<td>53,161</td>
<td>55,753</td>
</tr>
</tbody>
</table>

### Data That Affect Salaries

- **Organization**: 
- **Area**: Boston, Massachusetts
- **Industry**: Newspapers
- **SIC**: 2711, PBA: 2710, NAIC: 5111

**Change (Revenue)**: Data reported by years of experience

**Effective Date**: June 2001

**Human Resources/Civil Service**: May 4, 2004

---

[Note: Although there is a reference to a PDF image, the content has been converted to plain text as requested.]
Market Salary Study Timeline

April 2004

Identify benchmark positions and survey tools

Develop and outline strategy for conducting salary study

May 2004

Prepare and submit Briefing to Commissioners Court

Prepare and submit Court Order to Commissioners Court

May 2004

Purchase survey data

Collect, compare and analyze data

May/June 2004

Submit findings to Commissioners Court

July 2004
Market Salary Study Proposal

**Purpose**
- Provide Commissioners Court with a summary review of the market competitiveness of the County’s pay.

**Background**
- Current pay structures place approximately 670 job titles among ten (10) formalized pay structures, encompassing full-time, part-time and temporary employees.
- Current pay philosophy is to pay:
  - Non-exempt employees at 100% of the local market at the 50th percentile; and
  - Exempt employees at 85% of the national market at the 50th percentile.

**Data Collection Process**
- Identify benchmark positions that represent:
  - A wide range of positions;
  - Essential functions of the County; and
  - At least 60% of the workforce.
  (See Attachment A)
- Purchase and utilize relevant established surveys, such as Watson Wyatt, Mercer, ERI, Texas Association of Counties, Texas Municipal League, etc.
  (See Attachment B)
- Develop a survey to collect data from established comparable municipal and county organizations for jobs that may be unique to county and city government.

**Data Analysis and Reporting**
- Based on data collected on benchmarked positions, results for the following will be reported:

<table>
<thead>
<tr>
<th>Dallas County compared to External Market</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Salary</td>
</tr>
<tr>
<td>Structure midpoint</td>
</tr>
<tr>
<td>Max-In-Hire</td>
</tr>
<tr>
<td>Policy midpoint</td>
</tr>
<tr>
<td>(15% Discount)</td>
</tr>
</tbody>
</table>
# Benchmark Positions

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Positions Represented</th>
<th>Employees Represented</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Clerical/Support</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounting Clerk (selected levels)</td>
<td>4</td>
<td>64</td>
</tr>
<tr>
<td>Cashier (selected levels)</td>
<td>3</td>
<td>32</td>
</tr>
<tr>
<td>Clerical Assistant (selected levels)</td>
<td>2</td>
<td>62</td>
</tr>
<tr>
<td>Clerk (selected levels)</td>
<td>5</td>
<td>998</td>
</tr>
<tr>
<td>Data Entry (selected levels)</td>
<td>3</td>
<td>23</td>
</tr>
<tr>
<td>Dispatcher (selected levels)</td>
<td>3</td>
<td>8</td>
</tr>
<tr>
<td>Executive Secretary</td>
<td>1</td>
<td>17</td>
</tr>
<tr>
<td>Legal Secretary</td>
<td>1</td>
<td>33</td>
</tr>
<tr>
<td>Receptionist</td>
<td>1</td>
<td>9</td>
</tr>
<tr>
<td>Secretary (selected levels)</td>
<td>3</td>
<td>71</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>26</strong></td>
<td><strong>1317</strong></td>
</tr>
<tr>
<td><strong>Skill Craft</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HVAC Mechanic (selected levels)</td>
<td>2</td>
<td>7</td>
</tr>
<tr>
<td>Automotive Technician</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>Automotive Mechanic</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Autopsy Technician</td>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>Building Mechanic (selected levels)</td>
<td>2</td>
<td>52</td>
</tr>
<tr>
<td>Carpenter (selected levels)</td>
<td>2</td>
<td>8</td>
</tr>
<tr>
<td>Construction Equipment Mechanic</td>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>Cook (selected levels)</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>Electrician (selected levels)</td>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>Electronic Technician/Mechanic (selected levels)</td>
<td>2</td>
<td>7</td>
</tr>
<tr>
<td>Equipment Operator (selected levels)</td>
<td>4</td>
<td>66</td>
</tr>
<tr>
<td>Painter (selected levels)</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>Phlebotomist</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Plumber (selected levels)</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>Welder (selected levels)</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>26</strong></td>
<td><strong>195</strong></td>
</tr>
<tr>
<td>Position Title</td>
<td>Positions Represented</td>
<td>Employees Represented</td>
</tr>
<tr>
<td>------------------------------------------------------------</td>
<td>-----------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td><strong>Professional</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accountant (selected levels)</td>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>Attorney (selected levels)</td>
<td>7</td>
<td>265</td>
</tr>
<tr>
<td>Auditor (selected levels)</td>
<td>4</td>
<td>20</td>
</tr>
<tr>
<td>Benefits Specialist</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Budget Analyst (selected levels)</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>Buyer (selected levels)</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>Case Manager (selected levels)</td>
<td>2</td>
<td>26</td>
</tr>
<tr>
<td>Caseworker (selected levels)</td>
<td>5</td>
<td>39</td>
</tr>
<tr>
<td>Chemist (selected levels)</td>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>Contracts Manager</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Court Coordinator</td>
<td>1</td>
<td>49</td>
</tr>
<tr>
<td>Engineer (selected levels)</td>
<td>4</td>
<td>14</td>
</tr>
<tr>
<td>Human Resources Analyst (selected levels)</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>LAN Administrator</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Juvenile Probation Officer</td>
<td>1</td>
<td>150</td>
</tr>
<tr>
<td>Librarian (selected levels)</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Microbiologist (selected levels)</td>
<td>2</td>
<td>8</td>
</tr>
<tr>
<td>Nurse (selected levels)</td>
<td>4</td>
<td>50</td>
</tr>
<tr>
<td>Pathologist</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Physician</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Psychologist (selected levels)</td>
<td>4</td>
<td>13</td>
</tr>
<tr>
<td>Purchaser</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>55</strong></td>
<td><strong>687</strong></td>
</tr>
<tr>
<td><strong>Supervisory/Managerial</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts Payable Supervisor</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Assistant Director of Facilities Management</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Assistant Elections Administrator</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Case Management Supervisor</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Civil Family Operations Manager</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Civil Probate Trust Supervisor</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Criminal Court Manager</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Fiscal Manager</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Food Service Manager</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Juvenile Probation Supervisor</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Nurse Supervisor</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>Payroll Manager</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Records Supervisor</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Risk Manager</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Security Manager</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Tax Motor Vehicle Supervisor</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>16</strong></td>
<td><strong>21</strong></td>
</tr>
<tr>
<td>Position Title</td>
<td>Positions Represented</td>
<td>Employees Represented</td>
</tr>
<tr>
<td>----------------------------------------------------</td>
<td>-----------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td><strong>Executive</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Administrator of Operations</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Budget Officer</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>County Auditor</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Director of Health and Human Services</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Director of Human Resources/Civil Service</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Director of Juvenile</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Director of Public Works</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Medical Examiner</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Purchasing Director</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td><strong>Law Enforcement/Security/Detention</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy Sheriff/Constable/Investigators (selected levels)</td>
<td>13</td>
<td>620</td>
</tr>
<tr>
<td>Detention Service Officer</td>
<td>1</td>
<td>875</td>
</tr>
<tr>
<td>Fire Marshall</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Juvenile Detention Officer (selected levels)</td>
<td>3</td>
<td>99</td>
</tr>
<tr>
<td>Juvenile Residential Officer (selected levels)</td>
<td>3</td>
<td>80</td>
</tr>
<tr>
<td>Security Guard</td>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>22</td>
<td>1695</td>
</tr>
<tr>
<td><strong>Cumulative Total</strong></td>
<td>154</td>
<td>3924</td>
</tr>
<tr>
<td>Survey Organization</td>
<td>Cost</td>
<td>Position Families</td>
</tr>
<tr>
<td>---------------------</td>
<td>-------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>Watson Wyatt</td>
<td>$2370</td>
<td>- Engineering, Design and Drafting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Information Systems</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Legal</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Health Care Professionals</td>
</tr>
<tr>
<td>(Provides compensation information on virtually every industry sector and major metropolitan area)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mercer</td>
<td>$400</td>
<td>- Insurance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Information Technology</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Legal</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Skilled Trades and Manufacturing</td>
</tr>
<tr>
<td>(Provides comprehensive compensation data for over 800 positions)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Economic Research Institute (ERI)</td>
<td>$809</td>
<td>- Professional</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Information Technology</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Healthcare</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Technical</td>
</tr>
<tr>
<td>(Provides detailed median and mean salary range data for over 5,000 positions)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Texas Association of Counties (TAC)</td>
<td>$250</td>
<td>- Information Systems</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Finance and Accounting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Healthcare</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Legal</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Skilled Trades</td>
</tr>
<tr>
<td>(Provides salary data from over 180 counties and more than 130 jobs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Texas Municipal League (TML)</td>
<td>$280</td>
<td>- Information Systems</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Finance and Accounting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Healthcare</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Legal</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Skilled Trades</td>
</tr>
<tr>
<td>(Provides salary data from over 440 cities and more than 220 jobs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Metroplex Survey</td>
<td>$150</td>
<td>- Customer Service</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Information Technology</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Finance and Accounting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Legal</td>
</tr>
<tr>
<td>(Provides salary data for over 90 exempt and non-exempt positions representing the top 10 cities in the Dallas/Ft. Worth Metropole)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dallas/Fort Worth Hospital Council Salary Survey</td>
<td>$650</td>
<td>- Information Systems</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Finance/Accounting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Healthcare Legal</td>
</tr>
<tr>
<td>(Provides salary data on the local market for healthcare positions.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dallas County Customized Salary Survey (Selected municipal and county entities)</td>
<td>None</td>
<td>- Executives</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Law Enforcement</td>
</tr>
</tbody>
</table>
Date: May 4, 2004
To: Commissioners Court
From: Jim Barrett
    Assistant Director
Through: Dan Savage
    Assistant Administrator for Operations
Subject: Lease Renewal

Background
Dallas County entered into a lease agreement with the State of Texas by Court Order 96-843. This lease applied to 575 square feet of space in a basement room at 2355 Stemmons and allowed the Texas Department of Human Services [TDHS] the use of this space for an automated telephone switching room. The lease was originally at 575 square feet for $10.62 per square feet or $508.88 per month. The original lease term began May 1, 1996 through June 30, 2003. The State asked for a one year extension of this lease last year. The extension was granted by Court Order 2003-1058. The State has again asked for a one year extension to begin July 1, 2004 and extend through June 30, 2005.

Impact on Operations
There will be no impact to operations.

Financial Impact
The lease rate is unchanged from the previous year. The renewal period for the 575 square feet of space, will remain at $11.04 annual rate, for a total of $528.92 per month.

Legal Impact
A copy of this extension has been sent to the District Attorney's office, Civil Section for review.

Recommendation
The Assistant Director of Facilities recommends this lease extension. If the Commissioners Court is in agreement, a Court Order will be placed on the next available agenda.

Recommended by

Dan Savage
Assistant Administrator for Operations
May 4, 2004

TO: Commissioners Court

THROUGH: Dan Savage, Assistant Administrator
For Operations

FROM: Jim Barrett, Assistant Director
Facilities Management

SUBJECT: Briefing and Court Order Same Day Rationale
Fire Sprinkler System for 414 RL Thornton

It is requested that the installation of the fire sprinkler system for the 414 RL Thornton building renovation be briefed and approved on the same agenda to complete construction as expeditiously as possible.
MEMORANDUM

TO: Commissioners Court

THROUGH: Dan Savage, Assistant Administrator
For Operations

FROM: Jim Barrett, Assistant Director
Facilities Management

SUBJECT: Fire Sprinkler System for 414 RL Thornton

BACKGROUND

Commissioners Court was briefed March 2, 2004 on the renovation of the 414 RL Thornton building for the subsequent relocation of the Juvenile Substance Abuse / School Unit from 4711 Harry Hines and three Juvenile Service Units from 1545 S. Ewing Blvd. at a total cost of $533,093 with Court Order approval 2004-441 on March 9, 2004. The estimated scope of work included a replacement of the fire alarm system to meet all Dallas City code requirements. During the final design process of the fire alarm system, this department was notified that due to the utilization of the second floor of the facility for juvenile school functions, a supervised automatic fire sprinkler system was required for the complete facility.

IMPACT ON OPERATIONS

Construction of the second floor school and SAU unit was scheduled for completion in July 2004. The County purchasing department states that the solicitation, bid and award process can be compressed to no less than 4 weeks which will delay the completion of the second floor until the last week in August. The Juvenile Department has been notified and concurs.

FISCAL IMPACT

Estimated cost for the addition of a fully automatic fire sprinkler system is $130,000 with funding available in 2004 Permanent Improvement fund (126.2004).

RECOMMENDATION

Facilities Management recommends Commissioners Court approval of the installation of an automatic fire sprinkler system at the 414 RL Thornton County Facility funded from Permanent Improvement fund.

Approved by:

Dan Savage
Assistant Administrator for Operations

600 Commerce, 9th Floor
George L. Allen Sr., Courts Building
Dallas, Texas 75202
(214) 653-7175

Fax (214) 653-6822
April 27, 2004

TO: The Honorable Commissioners Court

FR: Robbie Placino, Senior Buyer

SUBJECT: Contract Extension for Annual Contract for Janitorial Supplies

BACKGROUND/ISSUE

On March 25, 2004, the Commissioners Court awarded Bid# 2003-048-1283, "Annual Contract for Janitorial Supplies to various vendors. The contract provides for a term of one-year period with the option to extend for two additional one year periods based on the original price, terms and conditions of the contract. The following vendors have agreed to extend the contract for the first additional one year period as provided in the original contract terms, price and conditions effective March 25, 2004 through March 24, 2005.

Cleancare, Inc.
Last Group Enterprises, Inc.
Eagle Brush & Chemical, Inc.
Pollock Paper Distributors
Joy Detergent Mfg.
Midas Investments, Inc.
A & C Supply Company

FINANCIAL IMPACT

The annual cost for the above items based on last year’s usage is $277,067.89.

RECOMMENDATION

The Purchasing Department recommends the extension of Bid #2003-048-1283 for an additional one-year period beginning March 25, 2004 through March 24, 2005.

Should the Commissioners Court concur with the aforementioned recommendation, an Award Court Order will be scheduled for the next formal agenda.

RECOMMENDED FOR APPROVAL:

[Signature]

Phillip V. Vasquez, Purchasing Director

/rp
March 5, 2004

Cleancare, Inc.
321 US Highway 80 East
Mesquite, TX 75150

Subject: Bid# 2003-048-1283: Annual Contract for Janitorial Supplies

Attention: Gary Piepenburg,

Dear Mr. Piepenburg,

The contract between Dallas County and Cleancare, Inc. for Item No(s). 12 will expire on March 24, 2004. Dallas County is interested in extending this contract for an additional twelve (12) month period under the same terms and conditions of the said contract. Effective dates are March 25, 2004 through March 24, 2005.

Should you agree to this extension of Bid# 2003-048-1283 "Annual Contract for Janitorial Supplies", please provide current vendor statistical report (EE01) and sign on the space provided below. Fax back to us on or before March 10, 2004.

Respectfully,

[Signature]

Robbie Placino
Senior Buyer
Tel. No. 214-653-7437
Fax No. 214-653-7878

CONFORME:

[Signature]

Authorized Signature
Cleancare, Inc.

Date: 3-10-04
<table>
<thead>
<tr>
<th><strong>MALE</strong></th>
<th>WHITE</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>NATIVE AMERICAN</th>
<th>ASIAN PACIFIC</th>
<th>ASIAN INDIAN</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Official/Manager</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office/Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craft Workers (Skilled)</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operatives (Semi Skilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SERVICE WORKERS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FEMALE</strong></td>
<td>WHITE</td>
<td>BLACK</td>
<td>HISPANIC</td>
<td>NATIVE AMERICAN</td>
<td>ASIAN PACIFIC</td>
<td>ASIAN INDIAN</td>
<td>OTHER</td>
</tr>
<tr>
<td>Official/Manager</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office/Clerical</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craft Workers (Skilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operatives (Semi Skilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
March 9, 2004

Last Group Enterprises, Inc.
P.O.Box 120441
Arlington, TX 76012

Subject: Bid# 2003-048-1283; Annual Contract for Janitorial Supplies

Attention: Alicia Grady,

Dear Ms. Grady,

The contract between Dallas County and Last Group Enterprises, Inc., for Item No(s), 2, 8 and 7 will expire on March 24, 2004. Dallas County is interested in extending this contract for an additional twelve (12) month period under the same terms and conditions of the said contract. Effective dates are March 25, 2004 through March 24, 2005.

Should you agree to this extension of Bid# 2003-048-1283 “Annual Contract for Janitorial Supplies”, please provide current vendor statistical report (EE01) and sign on the space provided below. Fax back to us on or before March 11, 2004.

Respectfully,

Robbie Placino
Senior Buyer
Tel. No. 214-653-7437
Fax No. 214-653-7449

CONFORME:

Alicia Grady
Authorized Signature
Last Group Enterprises, Inc.

Date: 3-12-04

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

Office (214) 653-7431
<table>
<thead>
<tr>
<th>MALE</th>
<th>WHITE</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>NATIVE AMERICAN</th>
<th>ASIAN PACIFIC</th>
<th>ASIAN INDIAN</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officials/Managers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office/Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craft Workers (Skilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operatives (Semi Skilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SERVICE WORKERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>FEMALE</td>
<td>WHITE</td>
<td>BLACK</td>
<td>HISPANIC</td>
<td>NATIVE AMERICAN</td>
<td>ASIAN PACIFIC</td>
<td>ASIAN INDIAN</td>
<td>OTHER</td>
</tr>
<tr>
<td>------</td>
<td>-------</td>
<td>-------</td>
<td>----------</td>
<td>----------------</td>
<td>---------------</td>
<td>--------------</td>
<td>-------</td>
</tr>
<tr>
<td>Officials/Managers</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office/Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craft Workers (Skilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operatives (Semi Skilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL

CHECK ONE:  
- Minority-Owned Firm Certification #  
- Women-Owned Firm Certification # W8DB2042  
- Non-Minority Owned Firm Y0904  

Signature/Date: Alicia Brady 3-12-04  
Type, Rank, and Title: Alicia Brady  President
March 9, 2004

Eagle Brush & Chemical, Inc.
P.O. Box 59068
Dallas, TX 75229

Subject: Bid# 2003-048-1283; Annual Contract for Janitorial Supplies

Attention: Rosanne Benoit,

Dear Ms. Benoit,

The contract between Dallas County and Eagle Brush & Chemical, Inc., for Item No(s). 6 and 11 will expire on March 24, 2004. Dallas County is interested in extending this contract for an additional twelve (12) month period under the same terms and conditions of the said contract. Effective dates are March 25, 2004 through March 24, 2005.

Should you agree to this extension of Bid# 2003-048-1283 "Annual Contract for Janitorial Supplies", please provide current vendor statistical report (EE01) and sign on the space provided below. Fax back to us on or before March 11, 2004.

Respectfully,

Robbie Placino
Senior Buyer
Tel. No. 214-653-7437
Fax No. 214-653-7449

CONFORME:

Authorized Signature
Eagle Brush & Chemical, Inc.

Date: 3-10-04
<table>
<thead>
<tr>
<th>MALE</th>
<th>WHITE</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>NATIVE AMERICAN</th>
<th>ASIAN PACIFIC</th>
<th>ASIAN INDIAN</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Official Managers</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craft Workers (Skilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operators (Semi-Skilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SERVICE WORKERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>6</td>
<td>3</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FEMALE</th>
<th>WHITE</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>NATIVE AMERICAN</th>
<th>ASIAN PACIFIC</th>
<th>ASIAN INDIAN</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Official Managers</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clerical</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craft Workers (Skilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operators (Semi-Skilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SERVICE WORKERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>3</td>
<td>3</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| TOTAL          | 9     | 6     | 2        |                 |               |              |       |

<table>
<thead>
<tr>
<th>CHECK ONE</th>
<th>Minority-Owned Firm Certification #</th>
<th>Issued by</th>
<th>Signature Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Women-Owned Firm Certification #</td>
<td></td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>Non-Minority Owned Firm</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature: Rosanne Benoit, 3-10-04
March 5, 2004

Pollock Paper Distributors
1 Pollock Place
Grand Prairie, TX 75050

Subject: Bid# 2003-048-1283; Annual Contract for Janitorial Supplies

Attention: Patricia Taylor,

Dear Ms. Taylor,

The contract between Dallas County and Pollock Paper Distributors, for Item No(s). 10 will expire on March 24, 2004. Dallas County is interested in extending this contract for an additional twelve (12) month period under the same terms and conditions of the said contract. Effective dates are March 25, 2004 through March 24, 2005.

Should you agree to this extension of Bid# 2003-048-1283 "Annual Contract for Janitorial Supplies", please provide current vendor statistical report (EE01) and sign on the space provided below. Fax back to us on or before March 10, 2004.

Respectfully,

Robbie Placino
Senior Buyer
Tel. No. 214-653-7437
Fax No. 214-653-7578

CONFORME:

Authorized Signature
Pollock Paper Distributors

Date: 3-9-04
<table>
<thead>
<tr>
<th></th>
<th>WHITE</th>
<th>BLACK</th>
<th>HISPANO</th>
<th>NATIVE AMERICAN</th>
<th>ASIAN PACIFIC</th>
<th>ASIAN INDIAN</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MALE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Official/Manager</td>
<td>41</td>
<td>3</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td>50</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Office/General</td>
<td>16</td>
<td>3</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Craft Workers (Skilled)</td>
<td>7</td>
<td>5</td>
<td>14</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Operatives (Semi Skilled)</td>
<td>24</td>
<td>21</td>
<td>22</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td>16</td>
<td>28</td>
<td>28</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>156</td>
<td>60</td>
<td>74</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>WHITE</th>
<th>BLACK</th>
<th>HISPANO</th>
<th>NATIVE AMERICAN</th>
<th>ASIAN PACIFIC</th>
<th>ASIAN INDIAN</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FEMALE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Official/Manager</td>
<td>18</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td>20</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Office/General</td>
<td>88</td>
<td>14</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Craft Workers (Skilled)</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Operatives (Semi Skilled)</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>184</td>
<td>16</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

**CHECK ONE:**
- Minority-Owned Firm Certification
- Women-Owned Firm Certification
- Non-Minority Owned Firm

**Signature/Dates:**
- Issued by NDOT/DC
- Signed by:
  - Patricia T. Taylor

**Typed Name and Title:**
- Director of Transportation

**Telephone:** 972-337-3459
March 5, 2004

Joy Detergent Mfg.
P.O.Box 8140655
Dallas, TX 75381

Subject: Bid# 2003-048-1283; Annual Contract for Janitorial Supplies

Attention: Arnold Paddock,

Dear Mr. Paddock,

The contract between Dallas County and Joy Detergent Mfg. for Item Nos. 3, will expire on March 24, 2004. Dallas County is interested in extending this contract for an additional twelve (12) month period under the same terms and conditions of the said contract. Effective dates are March 25, 2004 through March 24, 2005.

Should you agree to this extension of Bid# 2003-048-1283 "Annual Contract for Janitorial Supplies", please provide current vendor statistical report (EE01) and sign on the space provided below. Fax back to us on or before March 10, 2004.

Respectfully,

[Signature]
Robbie Placino
Senior Buyer
Tel. No. 214-653-7437
Fax No. 214-653-7878

No. 1 WAX STRIPPER
No. 3 WINDOW CLEANER

CONFORME: 
Authorized Signature 
Joy Detergent Mfg.

Date: 3/8/04
<table>
<thead>
<tr>
<th>Gender</th>
<th>White</th>
<th>Black</th>
<th>Hispanic</th>
<th>Native Amer.</th>
<th>Asian Pacific</th>
<th>Asian Indian</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td>2</td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Profession</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician</td>
<td>1</td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Sales Workers</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Office/Clerical</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Craft Workers (Skilled)</td>
<td>1</td>
<td></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Operatives (Semi Skilled)</td>
<td>1</td>
<td></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Service Workers</td>
<td>1</td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>5</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Female</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profession</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Officials/Managers</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Technician</td>
<td>1</td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Sales Workers</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Office/Clerical</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Craft Workers (Skilled)</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Operatives (Semi Skilled)</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Service Workers</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>6</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Company Name:** Joy Detergent

**Address:** 3217 Stuart Dr, Fort Worth, TX 76107

**Telephone:** (817) 921-4545

**Minority-Owned Firm Certification #**

**Women-Owned Firm Certification #**

**Issued by:** NCTCRA

**Signature/Date:** Arnold Paddock, VP, Sales

**Typed Name and Title:** Arnold Paddock, VP, Sales
March 5, 2004

Midas Investment, Inc.
P.O.Box 132797
Tyler, TX 75713

Subject: Bid# 2003-048-1283; Annual Contract for Janitorial Supplies

Attention: Harry Mida,

Dear Mr. Mida,

The contract between Dallas County and Midas Investment, Inc. for item Nos. 9, 15, 19 and 17 will expire on March 24, 2004. Dallas County is interested in extending this contract for an additional twelve (12) month period under the same terms and conditions of the said contract. Effective dates are March 25, 2004 through March 24, 2005.

Should you agree to this extension of Bid# 2003-048-1283 "Annual Contract for Janitorial Supplies", please provide current vendor statistical report (EE01) and sign on the space provided below. Fax back to us on or before March 10, 2004.

Respectfully,

[Signature]
Robbie Piacino
Senior Buyer
Tel. No. 214-653-7437
Fax No. 214-653-7878

CONFORME:

[Signature]
Authorized Signature
Midas Investment, Inc.

Date: 3/10/04
<table>
<thead>
<tr>
<th></th>
<th>WHITE</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>NATIVE AMERICAN</th>
<th>ASIAN PACIFIC</th>
<th>ASIAN INDIAN</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>MALE OFFICIALS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>MALE PROFESSIONALS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MALE TECHNICAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MALE SERVICES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>FEMALE OFFICIALS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEMALE PROFESSIONALS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEMALE TECHNICAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEMALE SERVICES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>TOTAL CHECK</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>CHECK ONE</td>
<td>Minority-Owned Firm Certification #</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Issued by NOTRCA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Signature/Date:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Typing Name and Title:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DALLAS COUNTY**
Vendor Statistical Report
Permanent Full-Time Employment

**COMPANY NAME:** MIDAS INVESTMENTS, INC
**ADDRESS:** P.O. Box 132797, Tyler, TX 75713
**TELEPHONE:** (903) 581-3037
Midas Investments, Inc.
dba: Brooks Distribution Company
P. O. Box 132797
Tyler, TX 75713-2797
Phone: (903) 561-3037
Fax: (903) 534-8028

March 10th, 2004

Mr. Robbie Placino
Senior Buyer - Dallas County Purchasing Department
509 Main Street Ste. 623
6th Floor Records Building
Dallas, TX 75202-4616

Reference: Bid No. 2003-048-1283; Annual Contract for Janitorial Supplies

Dear Mr. Placino,

As per your request, attached please find the signed contract extension agreement and vendor statistical report you requested on your fax dated March 5, 2004.

We thank you for extending this contract with our company and look forward to serving you for an additional twelve months. If you should have any questions or comments, please do not hesitate to contact me at the numbers listed.

Sincerely,

[Signature]
Harry Mida
Midas Investments Inc dba
Brooks Distribution Co.

HM/lea
May 4, 2004

TO: The Honorable Commissioners Court

FROM: Linda Boles, Purchasing Supervisor

SUBJECT: Property for Dallas County On-Line Auction

Background/Issue
On September 2, 2003, the Commissioners Court authorized a twelve month extension to RFP #99-228-149 (Auctioneer Services) as awarded to Lone Star Auctioneers. In addition, the contract was amended to include on-line and webcast type auctions. As a result, the Purchasing Department has coordinated with Lone Star Auctioneers to conduct two staggered on-line County Auctions. The first on-line auction will be to sell approximately 26 vehicles located at the Bill Decker Facility. The second on-line auction will be to sell various surplus furniture and equipment located at the County Surplus Warehouse. The projected dates for the on-line auctions are as follows:

<table>
<thead>
<tr>
<th>On-line Dates</th>
<th>Auction Type</th>
<th>Pick-Up Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 17 – June 4</td>
<td>Rolling Stock</td>
<td>Bill Decker (Parking Garage)</td>
</tr>
<tr>
<td>June 7 – June 23</td>
<td>Surplus (Furniture/Equipment)</td>
<td>County Surplus Warehouse @ Harry Hines</td>
</tr>
</tbody>
</table>

Attached for the Courts review and approval is a list of currently identified items to be sold. The list also includes a list of metal salvaged items that have been sold under the County's scrap metal contract. In addition, the list denotes items that have been disposed of due to their unusable condition.

Recommendation
In accordance with Location Government Code 263.151-263.158; the Purchasing Department recommends all items listed be sold at auction and/or disbursed accordingly.

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

Recommended for Approval by:

Phillip J. Vasquez, Purchasing Director
<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
</tr>
</thead>
<tbody>
<tr>
<td>VEH#</td>
<td>YR.</td>
<td>MAKE</td>
<td>RUNS</td>
<td>LOCATION</td>
<td>REASON OUT</td>
<td>VIN</td>
<td>KEYS</td>
<td>CONDITION</td>
<td>AGE</td>
</tr>
<tr>
<td>1</td>
<td>AM0056</td>
<td>1966</td>
<td>96</td>
<td>Ford</td>
<td>Decker</td>
<td>123856</td>
<td>YES</td>
<td>BAD</td>
<td>357032</td>
</tr>
<tr>
<td>2</td>
<td>AW0004</td>
<td>1963</td>
<td>96</td>
<td>Chevrolet</td>
<td>Lumina</td>
<td>123864</td>
<td>YES</td>
<td>OK</td>
<td>186473</td>
</tr>
<tr>
<td>3</td>
<td>AW0008</td>
<td>1963</td>
<td>96</td>
<td>Ford Crown Victoria</td>
<td>YES</td>
<td>123890</td>
<td>YES</td>
<td>OK</td>
<td>186839</td>
</tr>
<tr>
<td>4</td>
<td>AW0010</td>
<td>1963</td>
<td>96</td>
<td>Chevrolet</td>
<td>Astro</td>
<td>123891</td>
<td>YES</td>
<td>OK</td>
<td>186840</td>
</tr>
<tr>
<td>5</td>
<td>DA0018</td>
<td>1963</td>
<td>96</td>
<td>Ford Taurus</td>
<td>YES</td>
<td>123892</td>
<td>YES</td>
<td>BAD</td>
<td>186841</td>
</tr>
<tr>
<td>6</td>
<td>EC183</td>
<td>1963</td>
<td>94</td>
<td>Ford Taurus</td>
<td>YES</td>
<td>123893</td>
<td>YES</td>
<td>OK</td>
<td>186842</td>
</tr>
<tr>
<td>7</td>
<td>EG194</td>
<td>1963</td>
<td>94</td>
<td>Ford Crown Victoria</td>
<td>YES</td>
<td>123894</td>
<td>YES</td>
<td>OK</td>
<td>186843</td>
</tr>
<tr>
<td>8</td>
<td>EC200</td>
<td>1963</td>
<td>94</td>
<td>Ford Crown Victoria</td>
<td>YES</td>
<td>123895</td>
<td>YES</td>
<td>OK</td>
<td>186844</td>
</tr>
<tr>
<td>9</td>
<td>EC201</td>
<td>1963</td>
<td>94</td>
<td>Ford Crown Victoria</td>
<td>YES</td>
<td>123896</td>
<td>YES</td>
<td>OK</td>
<td>186845</td>
</tr>
<tr>
<td>10</td>
<td>EC202</td>
<td>1963</td>
<td>94</td>
<td>Ford Crown Victoria</td>
<td>YES</td>
<td>123897</td>
<td>YES</td>
<td>OK</td>
<td>186846</td>
</tr>
<tr>
<td>11</td>
<td>EC203</td>
<td>1963</td>
<td>94</td>
<td>Ford Crown Victoria</td>
<td>YES</td>
<td>123898</td>
<td>YES</td>
<td>OK</td>
<td>186847</td>
</tr>
<tr>
<td>12</td>
<td>EC204</td>
<td>1963</td>
<td>94</td>
<td>Ford Crown Victoria</td>
<td>YES</td>
<td>123899</td>
<td>YES</td>
<td>OK</td>
<td>186848</td>
</tr>
<tr>
<td>13</td>
<td>EC205</td>
<td>1963</td>
<td>94</td>
<td>Ford Crown Victoria</td>
<td>YES</td>
<td>123900</td>
<td>YES</td>
<td>OK</td>
<td>186849</td>
</tr>
<tr>
<td>14</td>
<td>EC206</td>
<td>1963</td>
<td>94</td>
<td>Ford Crown Victoria</td>
<td>YES</td>
<td>123901</td>
<td>YES</td>
<td>OK</td>
<td>186850</td>
</tr>
<tr>
<td>15</td>
<td>EC207</td>
<td>1963</td>
<td>94</td>
<td>Ford Crown Victoria</td>
<td>YES</td>
<td>123902</td>
<td>YES</td>
<td>OK</td>
<td>186851</td>
</tr>
<tr>
<td>16</td>
<td>FA134</td>
<td>1963</td>
<td>94</td>
<td>Ford Crown Victoria</td>
<td>YES</td>
<td>123903</td>
<td>YES</td>
<td>OK</td>
<td>186852</td>
</tr>
<tr>
<td>17</td>
<td>FA135</td>
<td>1963</td>
<td>94</td>
<td>Ford Crown Victoria</td>
<td>YES</td>
<td>123904</td>
<td>YES</td>
<td>OK</td>
<td>186853</td>
</tr>
<tr>
<td>18</td>
<td>FA136</td>
<td>1963</td>
<td>94</td>
<td>Ford Crown Victoria</td>
<td>YES</td>
<td>123905</td>
<td>YES</td>
<td>OK</td>
<td>186854</td>
</tr>
<tr>
<td>19</td>
<td>FC326</td>
<td>1963</td>
<td>94</td>
<td>Ford Crown Victoria</td>
<td>YES</td>
<td>123906</td>
<td>YES</td>
<td>OK</td>
<td>186855</td>
</tr>
<tr>
<td>20</td>
<td>FD064</td>
<td>1963</td>
<td>94</td>
<td>Ford Crown Victoria</td>
<td>YES</td>
<td>123907</td>
<td>YES</td>
<td>OK</td>
<td>186856</td>
</tr>
<tr>
<td>21</td>
<td>FF194</td>
<td>1963</td>
<td>94</td>
<td>Ford Crown Victoria</td>
<td>YES</td>
<td>123908</td>
<td>YES</td>
<td>OK</td>
<td>186857</td>
</tr>
<tr>
<td>22</td>
<td>RG003</td>
<td>1963</td>
<td>94</td>
<td>Ford Crown Victoria</td>
<td>YES</td>
<td>123909</td>
<td>YES</td>
<td>OK</td>
<td>186858</td>
</tr>
<tr>
<td>23</td>
<td>TC832</td>
<td>1963</td>
<td>94</td>
<td>Ford Crown Victoria</td>
<td>YES</td>
<td>123910</td>
<td>YES</td>
<td>OK</td>
<td>186859</td>
</tr>
<tr>
<td>24</td>
<td>FD236</td>
<td>1963</td>
<td>94</td>
<td>Ford Crown Victoria</td>
<td>YES</td>
<td>123911</td>
<td>YES</td>
<td>OK</td>
<td>186860</td>
</tr>
<tr>
<td>25</td>
<td>RK006</td>
<td>1963</td>
<td>94</td>
<td>Chevrolet</td>
<td>Van</td>
<td>123912</td>
<td>YES</td>
<td>OK</td>
<td>186861</td>
</tr>
<tr>
<td>26</td>
<td>EC281</td>
<td>1963</td>
<td>94</td>
<td>Chevrolet</td>
<td>Van</td>
<td>123913</td>
<td>YES</td>
<td>OK</td>
<td>186862</td>
</tr>
<tr>
<td>27</td>
<td>CD683</td>
<td>1963</td>
<td>94</td>
<td>Chevrolet</td>
<td>Van</td>
<td>123914</td>
<td>YES</td>
<td>OK</td>
<td>186863</td>
</tr>
<tr>
<td>Picture</td>
<td>DESCRIPTION</td>
<td>QUANTITY</td>
<td>COMMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td>----------</td>
<td>---------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5, 6</td>
<td>FORBES UPRIGHT PIANO</td>
<td>Working</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1, 2, 4</td>
<td>HAMMOND RHYTHM II ORGAN</td>
<td>Working</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>EXCELL BLACK/SILVER ASHTRAYS</td>
<td>1 pallet, 3 ind = 43</td>
<td>All new</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14, 15</td>
<td>LIGHT FIXTURES</td>
<td>6 packs</td>
<td>Each row has 4, 11 rows, est 44 per pallet</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16, 17</td>
<td>HERRICK ICE MACHINE (silver)</td>
<td>1</td>
<td>County property #22061</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>HUSSMAN GLASS/DISPLAY CASE</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Sylvania Fluorescent Lamps F27T12/CW/BD</td>
<td>32 boxes</td>
<td>Each box has 15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Phillips High Pressure Lamps C100584 ED-23 1/2 and GE High Intensity Discharge Lamps 100 Watts</td>
<td>1 pallet</td>
<td>Each Phillips box has 12 city and GE has 6 per box</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>GE Incandescent Lamps 45PAR/FL/HAL</td>
<td>3x4x2</td>
<td>6 per box</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>HOFFMAN 3/4 X 3/4 ANGLE PATTERN THERMOSTATIC RADIATOR TRAP</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24, 25</td>
<td>MARKET FORGE STEAMERS</td>
<td>2</td>
<td>County property #41998, 41995</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26, 27</td>
<td>STAINLESS STEEL KITCHEN CABINET</td>
<td>1</td>
<td>County property #22047</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>GROEN Mixers /stainless</td>
<td>1</td>
<td>County property #22049</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Briggs &amp; Stratton Pesticide Sprayer</td>
<td>1</td>
<td>4 cycle engine</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Kitchen Cabinet/Linole/Garbage Disposal</td>
<td>1</td>
<td>County property #22048</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Conveyor Belt - Steel</td>
<td>1</td>
<td>10 feet</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Magazine Rack - 3 shelves</td>
<td>1</td>
<td>Peach color</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>School Desks - wood</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Safe Manufacturer, Combination, 3 shelf</td>
<td>1</td>
<td>Gray, has additional safe inside and lock box on top</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Water Exam Tables</td>
<td>4</td>
<td>2 Brown, 2 blue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Schwinn Exercise Bike</td>
<td>2</td>
<td>Solid color</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Health-O-Meter Scales</td>
<td>3</td>
<td>County property #91198</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Oxygen Carts</td>
<td>4</td>
<td>Green color, empty</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>Medical Examination Lamps</td>
<td>2</td>
<td>Working</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Lint Air Compressor</td>
<td>1</td>
<td>Green color</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>American Optical Microscopes</td>
<td>2</td>
<td>Working, County property #32134, 32830</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Excelair Air Compressor</td>
<td>2</td>
<td>Blue color, 1 half horse, 1 horse</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Paint Stripper</td>
<td>1</td>
<td>Yellow color</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>PC monitors</td>
<td>1 pallet</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>Mitsubishi 43&quot; TV</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>IBM 9337 Memory Telex Tape Cartridge</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>3M Microphone Reader/Printer</td>
<td>8</td>
<td>#76156, 068125, 068127, 068130</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>Minolta Reader/Printer</td>
<td>1</td>
<td>#065427</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>Hope 2500 Printer Processor</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>Bell &amp; Howell Microscope</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>Lucht ExcelAvar</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>Wood Double Pedestal Desks</td>
<td>80</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>Wood Single Pedestal Desks</td>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>Wood Tables</td>
<td>38</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>Credenza</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TO: Members of Commissioners Court
FROM: Mary Cooksley
ATOS Origin Project Lead
THRU: John Hennessey
Dallas County MIS Director
SUBJECT: Briefing on the LIMS Implementation for Forensic Science
DATE: April 28, 2004

Background:
Dallas County Institute of Forensic Science requires Atos Origin to plan for & complete the installation of the PC, Network & Server environment that will house a forensic laboratory information system (LIMS) that will serve the needs of the Office of the Medical Examiner and the Criminal Investigation Laboratory.

The project tasks to be accomplished by Atos Origin include the following:

- PCs
  - Imaging and installation of the (70) new PCs
  - Installation and configuration of (223) peripheral devices
  - Imaging and installation of (15) replacement PCs

- Servers
  - Installation of Server environment, (server w/disk array, PowerVault tape drive w/Legatto backup software)
  - Servers configured to enable monitoring from the Atos Origin EMC (monitoring center)
  - Consolidation of old servers to the new rack

- Network
  - Assessment of current network environment
  - Network design and equipment purchase
  - Network devices configured to enable monitoring from the Atos Origin monitoring center

Determination will be made as to the on-going support for operational hardware, software & ServiceDesk.

Project Benefits:
This project will provide the IT environment to deliver a department-wide information system and will replace the current fragmented, unsupported assortment of data management and reporting systems. Installation & configuration of this environment will enable Forensics to provide a platform that the department will use to share digital photographs. Implementation of the LIMS project will provide an industry standard ("off the shelf"), fully integrated, data acquisition and management system for use throughout the Institute. The LIMS will minimize redundancy of data entry, use technology to improve evidence accountability and report development and dissemination, improve case management and resource utilization, and offer a means of securing and protecting data maintained by the Institute. The system also will assist the Institute with mandatory response to evidence and document production required by the legal system and by the Public Information Act.

Financial Impact/Considerations:
Total project implementation cost for labor and one-time equipment monitoring setup is $14,753.
The recurring charge for device monitoring is $377 per month, beginning July 1, 2004.

Funding:
The implementation project cost will be funded from the Major Technology Fund (Fund 195), unencumbered balance for FY2004. The recurring device monitoring cost will be funded from the operations maintenance budget starting July 2004.

Reviewed By:
John M. Hennessey
M.I.S. Director
Date: April 27, 2004
To: Commissioners Court
From: John M. Hennessey  
MIS Director
Subject: Computer and Printer Purchase for New Civil/JP Courts System

**Background**

Dallas County is currently negotiating for a new Civil/JP Courts Management System. This system will require the purchase of new computers and network printers to replace old mainframe CRTs and old desktop computers that cannot support the new software. Computers will be purchased for the various departments that will be using the new system. MIS has worked with Office of Budget and Evaluation to validate the computer counts.

The following table shows the projections by department:

<table>
<thead>
<tr>
<th>Department</th>
<th>Computers</th>
<th>Network Printers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auditor</td>
<td>15</td>
<td>4</td>
</tr>
<tr>
<td>District Court Administration</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Family Court Services</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Child Support</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>Jury Services</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>Probate/Mental Illness Clerks</td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>Probate/Mental Illness Judges</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Trust</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>County Clerk – Civil</td>
<td>21</td>
<td>22</td>
</tr>
<tr>
<td>County Courts at Law Judges &amp; Coordinators</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>District Clerk – Civil</td>
<td>124</td>
<td>4</td>
</tr>
<tr>
<td>District Clerk – Family</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>District Clerk – Juvenile</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>District Judges &amp; Coordinators – Civil</td>
<td>45</td>
<td></td>
</tr>
<tr>
<td>District Judges &amp; Coordinators – Family</td>
<td>45</td>
<td></td>
</tr>
</tbody>
</table>

411 Elm Street  
Dallas, Texas 75202  
214-653-7327
It is planned that each judge would have 1 computer on the bench and 1 computer in chambers. Various combinations of value, standard and enhanced computers and monitors will be purchased that will meet the needs of the different classes of users. In addition, 44 network printers will also be purchased. The numbers shown above have already been reduced by the quantities of computers purchased over the last 12 months for areas involved with the Civil and JP courts.

**Financial Impact**

The following costs will be incurred per computer:
- Surge protector $42 (as necessary)
- Software $350
- Cable drops $75 (where necessary)
- Desktop Computer $1000 (average price)
- Installation (estimated) $75 (additional services are extra)

The Civil/JP courts implementation budget contains $1,530,000 for computers and $68,000 for network printers. Placing a single order for 600 computers and 44 network printers will allow the County to get a quantity price discount.

**Operational Impact**

The computers for the District Judges and the District Clerk’s staff will be ordered and installed first. This will allow the equipment to be installed and staff trained prior to the implementation of the civil courts software and prior to the completion of the George Allen expansion. The remainder of the computers would be ordered based on the Civil/JP project implementation schedule.

**Recommendation**

It is recommended that the Commissioners Court authorize the purchase of 600 computers, 44 network printers, related software, cable drops and installation services. Funding is available in the Major Technology Fund, Civil/JP Courts system project.
MEMORANDUM

TO: Commissioners Court
THROUGH: John Wiley Price, Commissioner, District No. 3
FROM: Selas Camarillo, P.E., R.P.L.S., Assistant Director - Property Division
SUBJECT: Southfair Community Development Corporation - Land Transfer Program Time Extensions

BACKGROUND

Commissioners Court Order No. 98-2411, as amended, approved the procedures outlined in City of Dallas Ordinance No. 23713 as the City’s plan for implementing its Land Assembly Program to sell tax foreclosed and seized properties to non-profit organizations which develop housing for low-income persons.

SouthFair Community Development Corporation ("SouthFair"), a non-profit organization, purchased six tax-foreclosed properties under the City’s Land Assembly Program. SouthFair is in default with these properties as it relates to the time taken to build on the vacant lots and is requesting changes in the time-lines to develop the six properties, the square footages and cost of the homes. Changes in the proposals are subject to the approval of the governing bodies of all affected taxing units, i.e., City, County and School.

IMPACT ON OPERATIONS

On January 27, 2004, the Commissioners Court approved an amendment to the City’s Land Assembly Program allowing for changes in and extension of development time-lines regarding the Transfer of Tax Foreclosed Properties to Non-Profit Organizations. City staff solely manages the City’s Land Assembly Program. Since 1998, the Commissioners Court has agreed to participate in the Program by consenting to the use of tax-foreclosed properties for inclusion in this program. As this is a City managed program, the City has the responsibility to administer, monitor, oversee and verify all activities related to the program. At this time, the County’s role is secondary due to the limited resources and is comprised primarily of assembling information from the City to assist the Commissioners in providing the consent required under the Program. As a result, County staff has not reviewed the qualifications or current status conditions of SouthFair.

SouthFair purchased the various properties below in March and May of 2000. Below is a summary of the proposed changes shown in italics for ease of viewing:

<table>
<thead>
<tr>
<th>PROPERTY</th>
<th>PROPOSED TIME-LINE EXTENSION</th>
<th># HOMES TO BE CONSTRUCTED</th>
<th>SQ. FOOTAGE</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 2721 Fernwood</td>
<td>March 21, 2003 to March 21, 2006</td>
<td>One</td>
<td>1,150-1,300 to 1,200-1,330</td>
<td>$65,000-$70,000 to $85,000-$95,000</td>
</tr>
<tr>
<td>2. 2810 S. Malcolm X (fka 2810 Oakland)</td>
<td>March 21, 2003 to March 21, 2006</td>
<td>1 to a min. of 2</td>
<td>1,300-1,500 to 1,350-1,950</td>
<td>$70,000-$85,000 to $110,000-$160,000</td>
</tr>
<tr>
<td>3. 2828 Park Row</td>
<td>May 17, 2003 to May 17, 2006</td>
<td>1 to a min. of 2</td>
<td>1,300-1,500 to 1,350-1,950</td>
<td>$75,000-$85,000 to $110,000-$160,000</td>
</tr>
<tr>
<td>4. 2827 South Blvd.</td>
<td>May 17, 2003 to May 17, 2006</td>
<td>1 to a min. of 2</td>
<td>1,200-1,500 to 1,350-1,950</td>
<td>$80,000 to $110,000-$160,000</td>
</tr>
<tr>
<td>PROPERTY</td>
<td>PROPOSED TIME-LINE EXTENSION</td>
<td># HOMES TO BE CONSTRUCTED</td>
<td>SQ. FOOTAGE</td>
<td>PRICE</td>
</tr>
<tr>
<td>----------------</td>
<td>------------------------------</td>
<td>---------------------------</td>
<td>-------------</td>
<td>--------------------------------------------</td>
</tr>
</tbody>
</table>

SouthFair delayed construction at 2721 Fernwood to assemble additional land for development of ten (10) single-family affordable homes on Saner Road. This project is underway.

SouthFair also delayed construction of the homes at 2810 Malcolm X (formerly 2810 Oakland), 2828 Park Row and 2827 South to assemble additional land and install infrastructure for a 30-unit mixed-income single-family development called the “Park Row Estates”. The replat for the project received preliminary approval by the City Plan Commission on October 24, 2002. According to the City, final approval is pending.

Due to a change in development plans, the properties at 2709 Grand and 3000 South were not needed for the actual development of the multi-family 220-unit rental housing development in the Eban Village Phase II project, as completed in 2001. SouthFair proposes to reduce the number of units at 2709 Grand to a maximum of two rental units (duplex) and reduce the number of rental units on 3000 South to a maximum of three rental units (triplex).

The properties will be deed-restricted for affordability, and the Deed Restrictions will be amended to allow SouthFair to provide the number of homes stated above on each property. These properties are all located in the City of Dallas. The City is committed to ensuring that SouthFair complies with the extended time-lines.

**FINANCIAL IMPACT**

The average DCAD value for these vacant properties is $6,360 per lot. Development of these vacant tracts will increase the assessed valuation of the six properties by $78,000 to $154,000 each, thereby generating greater tax revenue to Dallas County. If extensions are not granted, SouthFair will be in default and the properties will revert to the taxing units.

**PERFORMANCE MEASURE IMPACT**

N/A
RECOMMENDATION

Based on the information provided by the City of Dallas, the Director of Public Works recommends that the Commissioners Court authorize: (1) the acceptance of amended City of Dallas Land Assembly Program proposals submitted by SouthFair Community Development Corporation on the six properties shown herein, (2) changes in the number of homes to be built, square footage and sales price of the houses, (3) the extensions of the time-lines for the development of the properties, and (4) the City’s execution of correction deeds and amended deed restrictions on the properties.

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

APPROVED BY:

Donald R. Holzwarth, P.E.
Director of Public Works
March 11, 2004

Pam Easterling
Property/Title Specialist
Public Works Department, Dallas County
Dallas, Texas 75202

Re: SouthFair Community Dev. Corp. (Tax Foreclosed Properties)

Dear Ms. Easterling:

The purpose of this letter is to request that Dallas County consider approval of the time line extension requested by SouthFair Community Development Corporation (SouthFair) for the development on the following properties.

<table>
<thead>
<tr>
<th>Time line Extension</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) 2721 Fernwood</td>
<td>March 21, 2006</td>
</tr>
<tr>
<td>2) 2810 Oakland</td>
<td>March 21, 2006</td>
</tr>
<tr>
<td>3) 2828 Park Row</td>
<td>May 17, 2006</td>
</tr>
<tr>
<td>4) 2827 South</td>
<td>May 17, 2006</td>
</tr>
</tbody>
</table>

On March 21, 2000 and May 17, 2000, the City of Dallas sold the properties to SouthFair through the House Bill 110 private sale approved by City Council.

SouthFair now desires to request changes in and extensions of the time lines under its proposals to develop affordable housing. SouthFair proposes to: 1) extend the development period for construction of one (1) home on the property at 2721 Fernwood until March 21, 2006, change the square footage of the home from 1,150-1,300 to 1,200-1,330 and the sales price from $65,000-$70,000 to $85,000-$95,000; 2) extend the development period for the property at 2810 Oakland until March 21, 2006, change the number of homes to be constructed from one (1) to a minimum of two (2), change the square footage from 1,300-1,500 to 1,350-1,950 and the sales price from $70,000-$85,000 to approximately $110,000-$160,000; 3) extend the development period for the property at 2828 Park Row until May 17, 2006, change the number of homes to be constructed from one (1) to a minimum of two (2), change the square footage from 1,300-1,500 to 1,350-1,950 and the sales price from $75,000-$85,000 to approximately $110,000-$160,000; and 4) extend the development period for the property at 2827 South until May 17, 2006, change the number of homes to be constructed from one (1) to a minimum of two (2), change the square footage from 1,200-1,500 to 1,350-1,950 and the sales price from approximately $80,000 to approximately $110,000-$160,000.
Pam Easterling  
March 11, 2004  
Page 2

SouthFair delayed construction at 2721 Fernwood to assembly additional land for development of ten (10) single-family affordable homes on Saner Road. This project is underway.

SouthFair also delayed construction at 2810 Oakland, 2828 Park Row and 2827 South to assembly additional land and install infrastructure for a 30-unit mixed-income single-family development called the “Park Row Estates”. The replat for the project received preliminary approved by the City Plan Commission on October 24, 2002. Final approval is pending.

SouthFair is asking that the time line for construction and occupancy of the affordable housing be extended to reflect the aforementioned dates, subject to approvals by all affected taxing units.

SouthFair’s request is scheduled for the March 24, 2004 City Council agenda. We ask that Dallas County also consider approval of SouthFair’s time line extension request.

Please inform us of the Dallas County’s decision regarding this request. If you have any questions contact me at (214) 670-3601 or Etoria Anderson at (214) 670-4941.

Sincerely,

[Signature]

Mark G. Obeso, Assistant Director  
Housing Department

c: Claude Allen, Nonprofit Development Manager  
Etoria Anderson, Contract Compliance Administrator
March 29, 2004

Pam Easterling  
Property/Title Specialist  
Public Works Department, Dallas County  
Dallas, Texas 75202

Re: SouthFair Community Development Corporation (Tax Foreclosed Properties)

Dear Ms. Easterling:

The purpose of this letter is to request that Dallas County consider approval of the time line extensions requested by SouthFair Community Development Corporation (SouthFair) for development on the properties at 2709 Grand and 3000 South.

SouthFair acquired the properties in the year 2000 for development of two (2) affordable housing projects. SouthFair did not develop the properties by the construction deadline dates and now desires to request City Council approval of its amended proposals.

SouthFair proposes to: 1) reduce the number of units that were originally proposed for 2709 Grand as part of its development of rental housing in Eban Village Phase II, to a maximum of two (2) rental units and extend the development until May 17, 2006; and (2) reduce the number of units that were originally proposed for 3000 South as part of its development of rental housing in Eban Village Phase II, to a maximum of three (3) rental units and extend the development period until May 30, 2006. The properties are deed restricted for affordability.

SouthFair delayed construction at 2709 Grand and 3000 South because the properties were unneeded for its original use. Neither property was included in the actual development of the Eban Village Phase II project, as completed.

SouthFair is asking that the time line for construction and occupancy of the affordable housing units be extended, subject to approvals by all affected taxing units.

SouthFair’s request is scheduled for the April 28, 2004 City Council agenda. We ask that Dallas County also consider approval of SouthFair’s time line extension request.

Please inform us of Dallas County’s decision regarding this request. If you have any questions contact me at (214) 670-3601 or Etoria Anderson at (214) 670-4941.

Sincerely,

Mark G. Obeso, Assistant Director
Housing Department

c: Claude Allen, Nonprofit Development Manager  
Etoria Anderson, Contract Compliance Administrator
May 4, 2004

To: Commissioners Court

From: Dan Savage, Assistant Administrator for Operations

Subject: Furniture Procurement for George Allen Expansion Project

BACKGROUND
Work is well underway on the George Allen Civil Courts expansion project. Work needs to begin on the procurement process for the furniture that will be needed to complete the project. Staff has asked HLM Design to submit a proposal for professional services to assist the County in the design, selection, procurement and installation of the needed furniture. A copy of the HLM Design proposal is attached.

The proposal is based on using the U.S. Communities Purchasing Program (NACO) furniture contract. Four vendors offer a full line of furniture through that contract. They are: (1) Haworth, (2) Herman Miller, (3) Knoll and (4) Steelcase.

HLM Design will work with County staff to quantify and prioritize the need for new furniture, will identify products and product lines from each of the vendors that meet those needs, will develop product finish and fabric standards, will prepare a bid package, will assist in the evaluation of the bids and will assist in the installation of the furniture.

If we use the U.S. Communities Purchasing Program contract, the County can obtain competitive pricing by asking each of the four vendors to submit price quotes for those items required by the County. This approach will enable the County to obtain the most favorable pricing.
As part of this process County staff will evaluate existing furniture to determine which items can be retained.

**IMPACT ON OPERATIONS**
HLM Design professionals are knowledgeable of both the specific furniture needs for this project and the product lines of the four vendors. They will also provide guidance in terms of color schemes, quality of furniture, construction and layout considerations.

**FINANCIAL IMPACT**
The overall budget for the George Allen Civil Courts expansion project is $45,800,000. This includes an allowance of $1,000,000 for furniture, fixtures, and equipment. The proposal fee is $52,560. This will be funded from the Major Capital Improvement Program budget for this project.

**LEGAL**
This work will have to be added to the HLM Design contract as an amendment.

**RECOMMENDATION**
Staff recommends that the proposal of HLM Design for professional services for the selection of furniture at a cost not to exceed $52,560 be approved and that the purchase of this furniture be made using the U. S. Communities Purchasing Program contract with each of the four vendors being asked to submit price quotes for this furniture.

Recommended by:

Dan Savage, Assistant Administrator for Operations

Attachment
Dallas County Courts
George Allen Building Addition and Renovation
and Records Building Complex Renovation
March 25, 2004
Revised April 12, 2004
Furniture Proposal
Furniture Proposal
March 25, 2004
Revised April 12, 2004

Assumptions / Clarifications:

1. *This Proposal assumes utilization of the U.S. Communities Purchasing Program pricing/bidding/purchasing agreement documentation. Dallas County to provide front-end documentation required for bid documents.*

2. HLM Design scope limited to new building and new furnishings (systems and loose furniture) and renovated areas of floors 3 thru 7 in the existing building. This includes new modular furniture for clerks (36) in existing building, chairs in waiting areas, and conference room furniture.

3. New furniture (systems and loose furniture) budget is $1,000,000.

4. Dallas County to inventory existing furnishings, determine suitability for reuse and locate reused furniture in existing building. Existing building and furniture reuse to be addressed at a later date.

5. Judges reusing and moving existing furniture into new chambers. No furniture relocation plan provided. Judge coordinators to receive new furnishings that are specified by HLM Design. Furniture layout provided. HLM Design to select one option to present to judges requesting new furnishings. Typical judge chamber furnishings to be specified from Dallas County vendor list.

6. Dallas County to provide systems furniture standards from approved vendors. Procurement strategy to be determined.

7. Loose furniture to be selected from Dallas County provided vendors list. Procurement strategy to be determined. HLM Design to develop a prioritized furniture list (ranging from essential to desired) for use in developing purchase alternatives.

8. Furniture selection decisions by Dallas County selection committee (versus user group selections from mockups).

9. Mockups of final selection products only before bid award. Mockup to be provided as part of the bid process. (1 per manufacturer)

10. Purchase orders by Dallas County. No purchase order review by HLM Design.

11. Installation oversight only provided by HLM Design *and only in new building and initial installation in existing building.* Receipt of product, etc. by dealer/installer.

12. Coordination of new and existing building equipment relocations and plan verifications by Dallas County. Non-furniture FF&E by Dallas County.

13. Selection/placement of artwork and selection of loose accessories not included but available as an additional service.

14. No custom furnishings.

15. Move Logistics Scheduling and Move Management by Dallas County.

Furniture Proposal
March 25, 2004
Revised April 12, 2004

1. Verification of Furniture Needs, Budget, and Schedule:
   1.1 Review and finalize new furniture requirements for systems and loose furnishings for the new building.
   1.2 Meeting with County Staff to finalize furniture/filing required for all clerk areas in new and existing buildings.
   1.3 Prepare a preliminary itemized budget for the project new furniture purchase.
   1.4 Prepare a preliminary furniture schedule of key milestone dates coordinated with the overall project construction budget and construction schedule.
   1.5 Review Meeting with Dallas County. $7,140.00

2. Product, Finish, and Fabric Selection:
   2.1 Based on Dallas County's approval of furniture requirements, budget, schedule, and vendors, HLM Design will prepare an informal design presentation consisting of:
       (a.) Recommendations for specific furniture items. (Options for each Selection from each of 4 manufacturers).
       (b.) Recommendations for color palettes and finish materials from each of 4 manufacturers.
   2.2 Review Meeting with Dallas County. $11,760.00

3. Bid Package Preparation / Dealer Selection:
   3.1 Based on the approved furniture and finish selections, HLM Design will prepare drawings and specifications suitable for competitive bidding between the selected furniture dealers for systems and loose furniture.
   3.2 Assist and advise the client in the analysis of cost quotes, bids and/or proposals from the selected dealers bid award by Dallas County.
   3.3 Update budget to reflect selected product.
   3.4 Organize mockups of final selections for review by Selection Committee. $15,960.00
Furniture Proposal
March 25, 2004
Revised April 12, 2004

4. Furniture Installation: *New Building and Initial Existing Building Installation Only*

4.1 Following award of bid, prepare furniture installation plans. Systems furniture components, detailed plans, and purchase specifications to be provided by dealer/installer. Furniture order by dealer. Purchase orders by Dallas County.

4.2 Consult with dealer/installer to establish product manufacture, shipping, installation, and move-in schedule to coordinate with construction schedule. Receipt of goods by Dallas County.

4.3 Review one set of shop drawings of final selections prepared by dealer and attend one installation coordination meeting.

4.4 Coordinate with General Contractor and consultants' electrical data, telephone connections to systems furniture in the furniture shop drawings.

4.5 During installation and move-in, conduct periodic job site meetings to coordinate procedures. Provide installation oversight.

4.6 Prepare, in coordination with the furniture dealer and Dallas County, one punch list specifying the work to be completed and/or corrected before final payments to the dealer are issued by the Client. $14,700.00

Fee Total $49,560.00

Estimated Reimbursables $3,000.00

GRAND TOTAL $52,560.00
Furniture Proposal
April 12, 2004

<table>
<thead>
<tr>
<th>Phase</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1: Verification of Furniture needs, Budget, and Schedule</td>
<td>4 weeks</td>
</tr>
<tr>
<td>2: Product, Finish, and Fabric Selection</td>
<td>6 weeks</td>
</tr>
<tr>
<td>3: Bid Package Preparation / Dealer Selection</td>
<td>8 weeks</td>
</tr>
<tr>
<td>4: Furniture Installation</td>
<td>22 weeks</td>
</tr>
<tr>
<td>(includes 16 weeks for Furniture Manufacturer / Shipping)</td>
<td>40 weeks (10 months)</td>
</tr>
<tr>
<td>Item:</td>
<td>Quantity:</td>
</tr>
<tr>
<td>--------</td>
<td>-----------</td>
</tr>
<tr>
<td>Mfg. No.:</td>
<td></td>
</tr>
<tr>
<td>Source:</td>
<td></td>
</tr>
<tr>
<td>Manufacturer:</td>
<td></td>
</tr>
<tr>
<td>Description:</td>
<td></td>
</tr>
<tr>
<td>Dimensions:</td>
<td></td>
</tr>
<tr>
<td>Finish:</td>
<td></td>
</tr>
<tr>
<td>Fabric Yds:</td>
<td></td>
</tr>
<tr>
<td>Notes:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fabric for Item #:</th>
<th>Quantity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mfg. No.:</td>
<td></td>
</tr>
<tr>
<td>Source:</td>
<td></td>
</tr>
<tr>
<td>Manufacturer:</td>
<td></td>
</tr>
<tr>
<td>Pattern:</td>
<td></td>
</tr>
<tr>
<td>Content:</td>
<td></td>
</tr>
<tr>
<td>Color:</td>
<td></td>
</tr>
<tr>
<td>Repeat:</td>
<td></td>
</tr>
<tr>
<td>Width:</td>
<td></td>
</tr>
<tr>
<td>Notes: Fabric must meet applicable fire codes.</td>
<td></td>
</tr>
</tbody>
</table>
May 4, 2004

TO: Commissioners Court

FROM: Earl Dedman, Project Coordinator

THROUGH: Dan Savage, Assistant Administrator for Operations

SUBJECT: George L. Allen Sr. Civil Courts Building Addition and Renovation
Proposed Change Order No. 4

BACKGROUND:

IMPACT /OPERATIONS: Haws and Tingle has begun work on the George Allen Sr. Courts building project. During the early stages of construction issues are often identified that require minor modifications to the drawings and specifications. The changes can either increase or decrease the construction cost. On the George Allen project, we have developed a "Proposal Request" process where we can issue these changes to the Contractor and track the changes along with the associated cost modifications. It is our intent to group these processed Proposal Requests into larger Change Orders for Commissioner's Court approval. This Change Order Number 4 incorporates several PRs shown in the table below.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Schedule</th>
<th>Cost Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PR 008</td>
<td>Electrical Value Engineering Items</td>
<td>No impact on schedule</td>
<td>Deduct $20,000.00</td>
</tr>
<tr>
<td>PR 012</td>
<td>Ductwork Modifications in Homeland Security Area</td>
<td>No impact on schedule</td>
<td>Add $40,036.00</td>
</tr>
<tr>
<td>PR 13</td>
<td>Reduce area of under-floor electrified raceway decking</td>
<td>No impact on schedule</td>
<td>Deduct $47,662.00</td>
</tr>
<tr>
<td>PR 016</td>
<td>Change Courtroom Millwork to Beech</td>
<td>No impact on schedule</td>
<td>Deduct $24,000.00</td>
</tr>
<tr>
<td>PR 028</td>
<td>Modify Incoming Electrical Vault wiring</td>
<td>No impact on schedule</td>
<td>Add $53,108.00</td>
</tr>
</tbody>
</table>

Total – Net Add Add $1,482.00

LEGAL: N/A

M/WBE INFORMATION: N/A
FINANCIAL IMPACT: The total cost of Change Order No. 4 to the Haws and Tingle contract is a net addition of $1,482.00. Funds are available for this proposed change order from Fund 196.0.08130.2004.0.70128 (Major Capital Improvements, Buildings, FY2004, and Civil Courts).

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original contract amount</td>
<td>$38,291,000.00</td>
</tr>
<tr>
<td>Change Order No. 1</td>
<td>-0-</td>
</tr>
<tr>
<td>Change Order No. 2</td>
<td>($10,851.00)</td>
</tr>
<tr>
<td>Change Order No. 3</td>
<td>-0-</td>
</tr>
<tr>
<td>Proposed Change Order No. 4</td>
<td>$1,482.00</td>
</tr>
<tr>
<td>Total Revised Contract Amount</td>
<td>$38,281,631.00</td>
</tr>
</tbody>
</table>

RECOMMENDATION: It is recommended that the Commissioners Court authorize Change Order No. 4 to the Haws and Tingle contract for the addition and renovation of the George Allen Courts building, in the amount of $1,482.00 and the County Judge to sign on behalf of Dallas County.

Approved by: 

Dan Savage, Assistant Administrator for Operations
PROPOSAL REQUEST
AIA DOCUMENT G709 - ELECTRONIC FORMAT

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT Data.

PROJECT:
George L. Allen Sr. Courts Bldg. Addition & Renovation
600 Commerce Street, Dallas, Texas 75202
(Name and address)

PROPOSAL REQUEST NO.: 8

DATE OF ISSUANCE: 12/03/2003

OWNER:
Dallas County
411 Elm Street, 3rd Floor, Dallas, Texas 75202
(Name and address)

CONTRACT FOR: General Construction

TO CONTRACTOR:
Haws & Tingle
650 West Vickery Blvd, Fort Worth, Texas 76104
(Name and address)

ARCHITECT:
HLM Design, Inc.
2711 N. Haskell, Suite 2200, Dallas, Texas 75204
(Name and address)

CONTRACT DATED: 07/22/2003

ARCHITECT'S PROJECT NO.: 01-2139.0

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within five (5) days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:
(Insert a written description of the Work.)

Provide cost proposal for the following VE electrical items:

1. Delete TVSS on all HA, DPB, DPU Panel Boards
2. Change Harmonics Limiting Transformers to K-13 Transformers
3. Delete Buss Plugs feeding Transformers that serve LA & LB Panels, Increase size of HA Panels and install breakers to feed transformers
4. Delete conduit and wire for Emergency Riser and replace with Buss Duct.
5. Delete ATS Switches on Emergency Riser.
6. Feed 2 & 5 DE from 2 & 5 HE
7. Delete BHLS and replace with 2000 amp Buss Tap Can
8. Delete ATS - EV and upgrade ATS - LS to 2000 amp
9. Increase associated feeders GDP - 1 to 1200 amp and MSA - 3 to 2000 amp

Stuart Rhodes, 2/10/04
Dallas County - Project Rep.
# CHANGE ORDER / PROPOSAL QUOTATION

**PROJECT:** George Allen Civil Courts Building  
**QUOTE NO.:** 10  
**DATE QUOTED:** 01/22/04  
**PROJECT NO.:** 23005  
**DAYS ALLOWED FOR APPROVAL:** 10  
**EXPIRATION DATE:** 02/01/04  
**ADDITIONAL DAYS FOR COMPLETION OF THE CONTRACT:**

**TO:** Earl Dedman  
HLM Design  
600 Commerce St - 9th Floor  
Dallas, TX 75202  
(Phone) 214-653-6730 (Fax) 214-653-6729

**DESCRIPTION:**  
Proposed Value Engineering - Electrical Items

<table>
<thead>
<tr>
<th>SUBCONTRACTORS / VENDORS</th>
<th>SUB / VENDOR WORK DESCRIPTION</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premier Electric</td>
<td></td>
<td>-$20,000</td>
</tr>
</tbody>
</table>

**SELF PERFORMED WORK:**  
$0

<table>
<thead>
<tr>
<th>APPROVAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARCH:</td>
</tr>
<tr>
<td>DATE:</td>
</tr>
<tr>
<td>OWNER:</td>
</tr>
<tr>
<td>DATE:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DISTRIBUTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dan Savage</td>
</tr>
</tbody>
</table>

**SUBTOTAL:**  
$0

**FEES:**  
**FEE PERCENT:** 0%

**TOTAL REQUEST AMOUNT:**  
$0

---

Signed By:  
Ken Evans, Sr. Project Manager  
Date: 1/22/04
PROPOSAL REQUEST
AIA DOCUMENT G709 - ELECTRONIC FORMAT

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT 201.

PROJECT: George L. Allen Sr. Courts Bldg. Addition & Renovation
600 Commerce Street, Dallas, Texas 75202
(NAME AND ADDRESS)

PROPOSAL REQUEST NO.: 12

DATE OF ISSUANCE: 11/14/2003

CONTRACT FOR: General Construction

ARCHITECT'S PROJECT NO.: 01-2139.0

OWNER: Dallas County
411 Elm Street, 3rd Floor, Dallas, Texas 75202
(NAME AND ADDRESS)

CONTRACT DATED: 07/22/2003

ARCHITECT:
HLM Design, Inc.
2711 N. Haskell, Suite 2200, Dallas, Texas 75204
(NAME AND ADDRESS)

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within five (5) days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:
(Insert a written description of the Work.)

Provide cost proposal for ductwork modifications required to maintain HVAC in building while garage was demolished and to add protective drip pan over new and old switchgear.

Attachments:
(List attached documents that support description.)

REQUESTED BY: Earl Dedman, Project Representative
(Signature)
(Printed name and title)

© 1993 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5922. AIA DOCUMENT G709 - PROPOSAL REQUEST - 1993 EDITION - AIADO - WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. expiration as noted below. User Document: gacb_pr12.g709.aia -- 2/10/2004. AIA License Number 1009514, which expires on 9/23/2004.
**CHANGE ORDER / PROPOSAL QUOTATION**

**PROJECT:** George Allen Civil Courts Building  
**QUOTE NO.:** 05 (PR #12)  
**DATE QUOTED:** 02/17/04  
**PROJECT NO.:** 23005  
**DAYS ALLOWED FOR APPROVAL:**  
**EXPIRATION DATE:** 02/17/04  
**ADDITIONAL DAYS FOR COMPLETION OF THE CONTRACT:** TBD

**TO:** Earl Dedman  
HLM Design  
600 Commerce St. - 9th Floor  
Dallas, TX 75202  
(Phone) 214-653-6730 (Fax) 214-653-6729

**DESCRIPTION:**
Net ductwork revisions @ Homeland Security to accommodate demolition including capping and removal of mechanical controls pneumatic piping.  
Add sheet metal drip pan above existing main electrical switch gear and new MS2 in the existing subbasement mechanical room.  
Demo and removal of existing CMU masonry walls to accommodate new ductwork, temp barricades and enclosures of demolished CMU walls. Framing and drywall shaft wall revisions at column line 2X between CX and DX to enlarge enclosed space at adjacent shaft to provide room for new ductwork.  
Relocation of fire sprinkler heads for installation of new duct work.

<table>
<thead>
<tr>
<th>SUBCONTRACTORS / VENDORS</th>
<th>SUB / VENDOR WORK DESCRIPTION</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Way Engineering</td>
<td>Ductwork Modifications</td>
<td>$30,289</td>
</tr>
<tr>
<td>Way Engineering</td>
<td>Drip Pan</td>
<td>$4,402</td>
</tr>
<tr>
<td>Strategic Fire Protection</td>
<td>Sprinkler Head Relocations</td>
<td>$1,106</td>
</tr>
</tbody>
</table>

**SELF PERFORMED WORK**

$1,955

<table>
<thead>
<tr>
<th>APPROVAL</th>
<th>SUBTOTAL:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARCH:</td>
<td>$37,752</td>
</tr>
<tr>
<td>DATE:</td>
<td>$1,888</td>
</tr>
<tr>
<td>OWNER:</td>
<td>$39,640</td>
</tr>
<tr>
<td>DATE:</td>
<td>$396</td>
</tr>
</tbody>
</table>

**TOTAL REQUEST AMOUNT:** $40,036

**DISTRIBUTION**

Signed By: Ken Evans, Sr. Project Manager  
Date: 2/17/04
PROPOSAL REQUEST
AIA DOCUMENT G709 - ELECTRONIC FORMAT

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT Data.

PROJECT:
George L. Allen Sr. Courts Bldg. Addition & Renovation
600 Commerce Street, Dallas, Texas 75202
(Name and address)

OWNER:
Dallas County
411 Elm Street, 3rd Floor, Dallas, Texas 75202
(Name and address)

PROPOSAL REQUEST NO.: 13

DATE OF ISSUANCE: 11/04/2003

CONTRACT FOR: General Construction

CONTRACT DATED: 07/22/2003

ARCHITECT'S PROJECT NO.: 01-2139.0

ARCHITECT:
HLM Design, Inc.
2711 N. Haskell, Suite 2200, Dallas, Texas 75204
(Name and address)

TO CONTRACTOR:
Haws & Tingle
650 West Vickery Blvd, Fort Worth, Texas 76104
(Name and address)

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within five (5) days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:
(Insert a written description of the Work.)
Provide cost proposal for the elimination of electrified structural deck in all areas except the core area of courtrooms, floors 3 through 8.

Attachments:
(List attached documents that support description.)
Drawings S2.08 and S2.12 as marked by HLM.

REQUESTED BY
Earl Dedman, Project Representative

(Signature) 2.10.04

(Printed name and title)

© 1993 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292. AIA DOCUMENT G709 - PROPOSAL REQUEST - 1993 EDITION - AIA® - WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: gacb_pr13_g709.aia -- 2/10/2004. AIA License Number 1009514, which expires on 9/23/2004.
CHANGE ORDER / PROPOSAL QUOTATION

PROJECT: George Allen Sr. Civil Courts Building
QUOTE NO.: 15
DATE QUOTED: 01/15/04

TO: Earl Dedman
HLM Design
600 Commerce St - 9th Floor
Dallas, TX 75202
(Phone) 214-653-6730 (Fax) 214-653-6729

DESCRIPTION:
Reduce the quantity of cell deck floors 3 thru 8

Deleted decking area is based on the hand marked structural drawings Sheets S2.08 and S2.12 received from HLM Design. Areas with deleted cell deck are to be replaced with standard 3' composite deck.

<table>
<thead>
<tr>
<th>SUBCONTRACTORS / VENDORS</th>
<th>SUB / VENDOR WORK DESCRIPTION</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steel, Inc.</td>
<td>3,537 ea @$4.25 ea</td>
<td>-$32,630</td>
</tr>
<tr>
<td>Premier Electric</td>
<td></td>
<td>-$15,032</td>
</tr>
</tbody>
</table>

SELF PERFORMED WORK $0

<table>
<thead>
<tr>
<th>APPROVAL</th>
<th>SUBTOTAL:</th>
<th>FEE PERCENT:</th>
<th>TOTAL REQUEST AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARCH:</td>
<td>-$47,662-</td>
<td>0%</td>
<td>-$47,662</td>
</tr>
<tr>
<td>DATE:</td>
<td>$0</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>OWNER:</td>
<td>$0</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>DATE:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DISTRIBUTION
Dan Savage

Signed By: Ken Evans, Sr. Project Manager
Date: 1/15/04
PROPOSAL REQUEST
AIA DOCUMENT G709 - ELECTRONIC FORMAT

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING ALL DOCUMENT Data.

PROJECT:
George L. Allen Sr. Courts Bldg. Addition & Renovation
600 Commerce Street, Dallas, Texas 75202
(Name and address)
Bid No. 2003-104-1348

OWNER:
Dallas County
411 Elm Street, 3rd Floor, Dallas, Texas 75202
(Name and address)

TO CONTRACTOR:
Haws & Tingle
650 West Vickery Blvd, Fort Worth, Texas 76104
(Name and address)

PROPOSAL REQUEST NO.: 16

DATE OF ISSUANCE: 01/29/2004
CONTRACT FOR: General Construction

CONTRACT DATED: 07/22/2003
ARCHITECT'S PROJECT NO.: 01-2139.0

ARCHITECT:
HLM Design, Inc.
2711 N. Haskell, Suite 2200, Dallas, Texas 75204
(Name and address)

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within seven (7) days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:
(Insert a written description of the Work.)
Courtroom Millwork change from plain sliced cherry veneer and hardwood as specified to plain sliced steamed beech, finished to match the control sample presented at the January 21, 2004 meeting.

Attachments:
(List attached documents that support description.)
HLM Design letter to Dan Savage (Dallas County), dated January 22, 2004.

REQUESTED BY: [Signature]
Earl Dedman, Construction Representative
(Printed name and title)

© 1993 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292. AIA DOCUMENT G709 PROPOSAL REQUEST - 1993 EDITION - AIA® - WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without via until the date of expiration as noted below. expiration as noted below. expiration as noted below. expiration as noted below. expiration as noted below. User Docu

Electronic Format G709
January 22, 2004

Mr. Dan Savage
Assistant Administrator
Dallas County Commissioners Court
Administration Building
411 Elm Street, 2nd Floor
Dallas, Texas 75202

RE: George Allen Building Addition and Renovation
Millwork Coordination/species selection

Dear Dan,

On January 21, 2004, a meeting was held at the project site to discuss millwork veneer selection and coordination. Those in attendance at the meeting included:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Judge David Evans</td>
<td>Dallas County (part time)</td>
</tr>
<tr>
<td>Dan Savage</td>
<td>Dallas County (part time)</td>
</tr>
<tr>
<td>Jim Barrett</td>
<td>Dallas County (part time)</td>
</tr>
<tr>
<td>Paul Nichols</td>
<td>Suss Woodcraft</td>
</tr>
<tr>
<td>Bill Tribble</td>
<td>Suss Woodcraft (part time)</td>
</tr>
<tr>
<td>Ken Evans</td>
<td>Haws &amp; Tingle</td>
</tr>
<tr>
<td>Deren Wilcox</td>
<td>Haws &amp; Tingle</td>
</tr>
<tr>
<td>Earl Dedman</td>
<td>HLM Design</td>
</tr>
<tr>
<td>Glenn Redmond</td>
<td>HLM Design</td>
</tr>
<tr>
<td>Ken Hanser</td>
<td>HLM Design</td>
</tr>
<tr>
<td>Lance Braht</td>
<td>HLM Design</td>
</tr>
<tr>
<td>Linda Bernauer</td>
<td>HLM Design</td>
</tr>
</tbody>
</table>

Based on the outcome of that meeting, we would like to make the following recommendations for the veneer selection for the courtroom millwork.

We recommend that the plain sliced cherry veneer and hardwood specified be changed to plain sliced steamed beech, finished to match the control sample presented at the meeting.

Our recommendation is based on the following:

1. Beech is a harder hardwood than either cherry or red oak, addressing the durability issues raised by Dallas County.
2. There appears to be a cost savings of $24,000 as documented on page two of the Haws & Tingle meeting agenda (copy attached).
3. The grain and stained finish of the steamed beech match closely in character to the cherry sample presented to the judges during the design phase of the project.
4. The beech sample meets all the cost, durability and aesthetic requirements for the project. The maple sample was considered because of its hardness, but ultimately rejected because of the inconsistency in the way the wood takes the stain, and the additional cost.

In order to proceed with this change to the construction contract, we request that you sign this letter on the line below, as acceptance for Dallas County, and return it to the project office at your earliest convenience.

Suite 2200, LE
2711 North HS
Dallas, TX 75204
214
824.0707 fax
824.3800
www.
hlmdesign.com
January 22, 2004
Mr. Dan Savage
Page 2

Acceptance by Dallas County:

[Signature]
Dan Savage
Assistant Administrator for Commissioners Court

1/26/04

Please contact me if you have any questions.

Sincerely,

[Signature]
Linda Bernauer, AIA
Senior Associate

cc: Robert Boyle, RA, HLM Design
    Jan Blackmon, FAIA, HLM Design
    HLM Design file 01-2139.00-6.00
Courtroom Millwork Options

<table>
<thead>
<tr>
<th>Sample</th>
<th>Suss Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plain Sliced Steamed Beech</td>
<td>Credit</td>
</tr>
<tr>
<td>Plain Sliced Maple</td>
<td>Add</td>
</tr>
<tr>
<td>Plain Sliced Ash (Open Grain Finish)</td>
<td>No Change</td>
</tr>
<tr>
<td>Plain Sliced Red Oak (Open Grain Finish)</td>
<td>Credit</td>
</tr>
<tr>
<td>Rift Sawn Red Oak and Quartered Sawn</td>
<td>Add</td>
</tr>
<tr>
<td>Red Oak (Open Grain Finish)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Credit</th>
<th>$24,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Add</td>
<td>$13,000.00</td>
</tr>
<tr>
<td></td>
<td>No Change</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Credit</td>
<td>$32,000.00</td>
</tr>
<tr>
<td></td>
<td>Add</td>
<td>$47,000.00</td>
</tr>
</tbody>
</table>

Note:

As Ash and Red Oak are open grain materials, the samples have been submitted for review as such. Should you wish to get a closed grain finish (i.e. holes & imperfections filled) on these materials, please add an amount of $56,000.00 to the amounts noted above.

Suss suggests that the Rift Sawn and Quartered Sawn Red Oak be slip matched in lieu of book matched as specified.
CHANGE ORDER / PROPOSAL QUOTATION

PROJECT: George Allen Civil Courts Building
QUOTE NO.: 18
DATE QUOTED: 02/02/04

TO: Earl Dedman
HLM Design
600 Commerce St. - 9th Floor
Dallas, TX 75202
(Phone) 214-653-6730 (Fax) 214-653-6729

PROJECT NO.: 23005
DAYS ALLOWED
FOR APPROVAL:
EXPIRATION DATE: 02/02/04

ADDITIONAL DAYS
FOR COMPLETION OF
THE CONTRACT:

DESCRIPTION:
Change courtroom millwork from Cherry to Plain Sliced Steamed Beech
Dallas County PR #16

<table>
<thead>
<tr>
<th>SUBCONTRACTORS / VENDORS</th>
<th>SUB / VENDOR WORK DESCRIPTION</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Slip Woodcraft International</td>
<td></td>
<td>$-24,000</td>
</tr>
</tbody>
</table>

SELF PERFORMED WORK
$0

APPROVAL
ARCH: 
DATE: 
OWNER: 
DATE: 

SUBTOTAL: $-24,000
FEE PERCENT: 0%

-24,000
$0
$0

TOTAL REQUEST AMOUNT: $-24,000

DISTRIBUTION
Dan Savage
Glenn Redmond

HAWS & TINGLE, LTD
Signed By: Ken Evans, Sr. Project Manager
Date: 2/2/04
PROPOSAL REQUEST
AIA DOCUMENT G709 - ELECTRONIC FORMAT

PROJECT:
George L. Allen Sr. Courts Bldg. Addition & Renovation
600 Commerce Street, Dallas, Texas 75202
(Name and address)

OWNER:
Dallas County
411 Elm Street, 3rd Floor, Dallas, Texas 75202
(Name and address)

DATE OF ISSUANCE: 04/01/2004
CONTRACT FOR: General Construction

TO CONTRACTOR:
Haws & Tingle
650 West Vickery Blvd, Fort Worth, Texas 76104
(Name and address)

CONTRACT DATED: 07/22/2003
ARCHITECT'S PROJECT NO.: 01-2139.00

ARCHITECT:
HLM Design, Inc.
2711 N. Haskell, Suite 2200, Dallas, Texas 75204
(Name and address)

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within five (5) days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:
(Insert a written description of the Work.)
Provide pricing related to modification of incoming electrical vault wiring from TXU vault to MSA switchgear due to underground burial requirement between TXU vault and Room A-B23.

Attachments:
(List attached documents that support description.)

REQUESTED BY:
Earl Dedman, Project Representative
(Signature) 4/29/04
(Printed name and title)

© 1993 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292. AIA DOCUMENT G709 - PROPOSAL REQUEST - 1993 EDITION - AIAB - WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. expiration as noted below. expiration as noted below. expiration as noted below. expiration as noted below. expiration as noted below. expiration as noted below. expiration as noted below. expiration as noted below. expiration as noted below. expiration as noted below. expiration as noted below. expiration as noted below. expiration as noted below. User Document: gcac_pr28_g709.ala -- 4/29/2004. AIA License Number 1009514, which expires on 9/23/2004.
CHANGE ORDER / PROPOSAL QUOTATION

PROJECT: George L. Allen Sr. Civil Courts Bldg.
QUOTE NO.: 30

TO: Earl Dedman
HLM Design
600 Commerce - 9th Floor
Dallas, Texas 75202

DESCRIPTION:
Provide conduit and wire for main feeder from TXU vault to MSA switchgear in lieu of buss duct as specified. This installation is required due to underground burial requirement between TXU vault and Room A-B23. See HLM electrical question response dated 12-18-03 item #9 attached.

SUBCONTRACTORS / VENDORS

Premier Electric

AMOUNT: $50,078

SUB / VENDOR WORK DESCRIPTION

SELF PERFORMED WORK

APPROVAL

ARCH: 
DATE: 
OWNER: 
DATE: 

FEE PERCENT: 5% 
INSUR. & BOND: 1%

SUBTOTAL: $50,078

TOTAL REQUEST AMOUNT: $53,108

DISTRIBUTION

Signed By: Kirk Wilson, Project Manager
Date: 1/1/04
April 28, 2004

TO: Commissioners Court

THROUGH: Ryan Brown
          Budget Officer

FROM: Shannon Brown
       Assistant Budget Officer

SUBJECT: Conversion of Attorney Position in the District Attorney’s Office

Background
In 2000, the District Attorney’s Office received approval to convert an existing full-time attorney position in the Intake Division to two (2) part-time positions (Court Order 2000-1004). At that time, there were two experienced attorneys who wanted reduced work hours to accommodate family situations. One of the part-time attorneys has decided to retire. The District Attorney’s Office requests that the two part-time positions be converted back to one full-time position. The purpose of this briefing is to make a recommendation on this request.

Operational Impact
The Intake Division is responsible for reviewing all cases filed by local law enforcement agencies for potential prosecution. This division has a total of seven (7) full-time attorney positions and two (2) part-time attorney positions. Due to the retirement of one of the individuals working in a part-time position, the District Attorney’s Office is requesting to convert the resources back to one (1) full-time position. This will maintain the current level of staffing within the division. The District Attorney’s Office anticipates that the other individual working on a part-time basis will be selected to fill the full-time position.

Financial Impact
Both part-time employees are currently paid the maximum in-hire hourly rate of an Attorney IV position. The estimated additional annual cost of converting these two positions to one full-time position is $5,000, which is the annual cost of health insurance. The cost for the remainder of FY2004 is $2,083.
**Recommendation**
The Office of Budget and Evaluation recommends the deletion of one (1) part-time position (#9564) and the conversion of one (1) part-time position (#9166) to a full-time position in the District Attorney's Office, Intake Division. This change will allow the division to maintain its current staffing level. This new position will be reviewed by Human Resources/Civil Service for appropriate classification. The cost of this conversion is $2,083 for FY2004.
May 4, 2004

MISCELLANEOUS

1) **COUNTY TREASURER** - requests approval to amend “Attachment A” of the Dallas County Depository Contract 2001-2005 to include pricing as outlined below:

   Attachment A
   Depository Bank Fee Schedule
   2001-2005

   ACH Blocks/Filters Per Account Maintenance   $10.00

2) **DISTRICT COURT ADMINISTRATION** - requests approval for:

   a) reduced cost parking at the juror rate of $3 per day at the George L. Allen, Sr. Courts Building Underground Parking Garage for Michael Caruth beginning June 14, 2004 through July 17, 2004 and Jeff Reed beginning May 10, 2004 through June 11, 2004, law students who will be working pro bono at the 44th District Court for the summer as law clerk interns.

   b) reduced cost parking at the juror rate of $3 per day at the George L. Allen, Sr. Courts Building Underground Parking Garage for Grant Ferris, a law student who will be working pro bono at the 116th District Court for the summer as a law clerk intern beginning June 7, 2004 through August 23, 2004.

   c) reduced cost parking at the juror rate of $3 per day at the George L. Allen, Sr. Courts Building Underground Parking Garage for Jeremy Brown, a law student who will be working pro bono at the 191st District Court for the summer as a law clerk intern beginning May 17, 2004 through July 9, 2004.

3) **DATA SERVICES DEPARTMENT** - requests approval to purchase up to an additional 300 hours of Java Programming time at $90/hour from Symmetrix Solutions to continue the modifications to the County’s web site to process credit cards through the new Bank of America credit card contract. Funding is available in the Major Technology Fund, Hardware Account, FY 2001, E-commerce Project, (195.0.8630.2001.0.92011). Recommended by the MIS Director.
4) **COUNTY AUDITOR** - requests approval for the use of Countywide self-insurance to cover a $100 loss incurred when a counterfeit bill was presented for deposit. The District Clerk's office followed County policy regarding theft or loss and have re-emphasized control procedures with staff.

*(Please Refer to Information Item No. 3f)*

5) **ROAD & BRIDGE DISTRICT #2** - requests authorization to transfer $196,000 from 00105.2520.08615.2004 (Road and Bridge Fund, District #2, Trucks, FY2004) to 00105.2520.03009.2004 (Road and Bridge Fund, District #2, Asphalt Plant Mix, FY2004) and $70,533 from 00105.2520.09130.2004 (Road and Bridge Fund, District #2, New Program Contingency, FY2004) to 00105.2520.03008.2004 (Road and Bridge Fund, District #2, Liquid Asphalt, FY2004) to pay for road project expenditures. Recommended by the Office of Budget and Evaluation.

6) **COMMISSIONERS COURT ADMINISTRATION** - requests approval of a $400 per month car allowances to allow the County's Administrator for Governmental Affairs to maintain ground transportation in Austin. Funding for the balance of FY 2004 from Department DDA with future years from the County's General Fund.

7) **PURCHASING** - Report on the status of Worker's Compensation Insurance for Green Security and status of their payments.

**TRAVEL REQUESTS**

8) **INSTITUTE OF FORENSIC SCIENCES** - request approval for Chris Heartsill, Monica Lopez, Mike Ruff, and Aria McCall to attend the Southwestern Association of Toxicologists 2004 Spring Meeting in College Station, Texas on May 6-8, 2004 and use of a County vehicle with gas credit cards: $1,208 is available in General Fund, Forensics, Crime Lab Department, Conference Training Account, FY Budget 2004, (00120.3311.04210.2004).

9) **DISTRICT ATTORNEY** - requests approval for Jon Lumbley, Gary Traylor, Michael Jarrett, Angela Bedford, Christina Coultas, Michelle Stair, Jenna Lanoue, Byron Keyes, Mysti Neal, Ciproza Kintzinger, and Sonia Gutierrez to attend the 2004 Intimate Partner Stalking Conference in San Antonio, Texas on May 16-19, 2004 at no cost to Dallas County.
10) **PROBATE COURT INVESTIGATION OFFICE** - requests approval for Margaret Webster and Suzan Thoenberg to attend the Texas Guardianship Association Conference in El Paso, Texas on May 14-16, 2004: $358 is available in Escrow Fund, Probate Court No. 1 Department, Education Fund, FY Budget 2004, (532.4701.21667.2004), $358 is available in Escrow Fund, Probate Court No. 2 Department, Education Fund, FY Budget 2004, (532.4702.21667.2004), and $358 is available in Escrow Fund, Probate Court No. 3, Education Fund, FY Budget 2004, (532.4703.21667.2004) for a total of $1,075.

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

   a) Angela Stratford and Margaret Ogun to attend the FSS Coordinators Spring Support Meeting in Sherman, Texas on May 7, 2004 and use of a County vehicle with gas credit cards and no other expense to Dallas County.

   b) M. Joyce Brown to attend the AARP Foundation: Reverse Equity Mortgage Education Training Conference in Atlanta, GA on May 24-28, 2004 at no cost to Dallas County.

   c) Amanda Simpson to attend the Federal Emergency Management Agency’s Advanced Public Information Officer Course in Emmitsburg, Maryland on June 27 through July 2, 2004: $86.25 is available in Grant Fund, OPHP Bioterrorism Department, Travel Account, FY Budget 2004, (00466.08723.02460.2004).

12) **COMMISSIONERS COURT ADMINISTRATION** - requests approval for Allen Clemson to attend the CUC Galveston Conference in place of Craig Pardue in Galveston, Texas on May 5-7, 2004. All registration fees have been paid and there is no charge amount of in ground transportation and airfare.

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

**MISCELLANEOUS EQUIPMENT**

(1) **DEPARTMENT:** County Auditor
**ITEM:** 1070 - chair with arms
**ESTIMATED COST:** $0
**FUNDING SOURCE:** N/A (Surplus Equipment)
EXPENDITURE SOURCE: N/A
PROPOSED ACTION: The County Auditor requests authorization to transfer from the surplus inventory one chair with arms to their Financial Audit Section. Recommended by the Office of Budget and Evaluation.

(2) DEPARTMENT: 2060 Veterans Service
ITEM: 1 - Microsoft Publisher 2002 Deluxe
ESTIMATED COST: $150
FUNDING SOURCE: DDA
PROPOSED ACTION: The Veterans Service department requests authorization to purchase one Microsoft Publisher 2002 Deluxe software to be used to publish flyers and newsletters for the Dallas County veterans community. Recommended by the Office of Budget and Evaluation.

(3) DEPARTMENT: 5110 Juvenile Department - Substance Abuse Unit
ITEMS: 1 - Cook/Chill Warmer
ESTIMATED COST: $7,000
FUNDING SOURCE: Reserves & Contingency, Furniture & Equipment
EXPENDITURE SOURCES: 00120.5110.08410.2004 (General Fund, Administration, Furniture & Equipment, FY2004)
PROPOSED ACTION: The Juvenile Department is requesting the replacement of a broken cook/chill warmer used by the Substance Abuse Unit. The warmer is used to warm meals for approximately 50 youth per day. The department will ensure that the warmer is moved to the 414 R.L. Thornton location when the SAU moves in August. Recommended by the Office of Budget and Evaluation.

(4) DEPARTMENT: 3141 Sheriff's Office, Sterrett North Tower
ITEMS: 10 - Laundry Baskets ($276 each)
ESTIMATED COST: $2,760
FUNDING SOURCE: Reserves and Contingency, Furniture and Equipment (00120.9940.8410.2004)
EXPENDITURE SOURCE: 00120.3141.02090.2004 (General Fund, Sterrett North Tower, Property Less Than $5,000, FY2004)
PROPOSED ACTION: The Sheriff’s Office, Sterrett North Tower, is requesting Commissioners Court approval to ten laundry baskets that are beyond repair. The laundry baskets are unsanitary and can no longer be cleaned properly. Recommended by the Office of Budget and Evaluation.

<table>
<thead>
<tr>
<th>DEPARTMENT: 3250</th>
<th>Constable Precinct 5, Constable Dupree</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEMS: 1 - Lidar Radar Gun</td>
<td></td>
</tr>
<tr>
<td>ESTIMATED COST: $2,100</td>
<td></td>
</tr>
<tr>
<td>FUNDING SOURCE: Reserves and Contingency, Furniture and Equipment (00120.9940.8410.2004)</td>
<td></td>
</tr>
<tr>
<td>EXPENDITURE SOURCE: 00120.3250.02090.2004 (General Fund, Constable Precinct 5, Property Less Than $5,000, FY2004)</td>
<td></td>
</tr>
<tr>
<td>PROPOSED ACTION: Constable Precinct 5, Constable Dupree, is requesting Commissioners Court approval to replace a Lidar Radar Gun used by one of the precinct’s traffic units. The radar gun was stolen from the traffic office. The radar gun is needed in order to accurately record the speed of a vehicle. Recommended by the Office of Budget and Evaluation.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEPARTMENT: 3250</th>
<th>Constable Precinct 5, Constable Dupree</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEMS: 1 - Laser Jet Printer</td>
<td></td>
</tr>
<tr>
<td>ESTIMATED COST: $400</td>
<td></td>
</tr>
<tr>
<td>FUNDING SOURCE: Major Technology Fund</td>
<td></td>
</tr>
<tr>
<td>EXPENDITURE SOURCE: 00195.0.02093.2003.0.92014 (Major Technology Fund, Computer Hardware Less Than $5,000, FY2003, Computer Replacement Equipment)</td>
<td></td>
</tr>
<tr>
<td>PROPOSED ACTION: Constable Precinct 5, Constable Dupree, is requesting Commissioners Court approval to purchase a printer that will be used to print out AutoCite tickets. Recommended by the Office of Budget and Evaluation.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEPARTMENT: 4150</th>
<th>162nd Civil District Court</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEMS: Audio Equipment, Accessories, Installation</td>
<td></td>
</tr>
<tr>
<td>ESTIMATED COST: $7,939</td>
<td></td>
</tr>
<tr>
<td>FUNDING SOURCE: DDA</td>
<td></td>
</tr>
</tbody>
</table>
PROPOSED ACTION: The 162nd Civil District Court is requesting permission to purchase audio equipment, accessories, and installation as outlined in informational item #XX. Recommended by Office of Budget and Evaluation and Purchasing.

TELECOMMUNICATIONS REQUEST

Criminal Court #9 M-0403041 requests to install a single-line to be used with a fax machine in room C17 on the 4th floor of the FCCB. Installation: $33.00; no monthly service increase. Recommended.

Criminal Court #7 M-0403039 requests to install a single-line in the Judges Chambers to relocate existing phone on the 4th floor of the FCCB. Installation: $33.00; no monthly service increase. Recommended.

Health & Human Services M-0403031 requests to install a new phone line in room 518 for new employee. Installation: $33.00; no monthly service increase. Recommended.

Road & Bridge 4 D-0403010 requests to install two data-line cables in the shop area to support a new fuel monitoring system. Installation: $55.00; no monthly service increase. Recommended.

CSCD - requests:
M-0403038 to install two single-line phones for two employees that have been relocated. Equipment: $40.32; Installation: $66.00; no monthly service increase. Recommended.

M-0403021 to install two single-line phones with a speaker phone in the Decker facility for relocated personnel. Equipment: $40.32; Installation: $46.90; no monthly service increase. Recommended.

Sheriff M-0403064 requests to replace a single-line phone with a multi-line phone on the 1st floor of the west tower. Equipment: $85.00; Installation: $0.00; no monthly service increase. Recommended.
254th District Court - requests:
M-0404005 to relocate extension 6741 to room 546 and extension 6602 to room 553 due to changes in the court. Equipment: $0.00; labor covered by contract; no monthly service increase. Recommended.

M-0404006 to relocate the fax to room 547 due to changes in the court. Equipment: $0.00; labor covered by contract; no monthly service increase. Recommended.

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