# DALLAS COUNTY COMMISSIONERS COURT BRIEFING AGENDA

May 18, 2004

<table>
<thead>
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<th>PAGE NOS.</th>
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**FIVE SIGNATURE DOCUMENT(s) FOR CONSIDERATION**

**DATE(s) TO REMEMBER**

**Memorial Day Observed**
Monday, May 31, 2004

New Look Committee Meeting - Commissioners Court

*Friday, May 14, 2004*
- Justice Administration @ 1:00 p.m.
- Law Enforcement @ 2:00 p.m.
- Management Services @ 3:00 p.m.

*Tuesday, May 18, 2004*
- Health & Social Services @ 1:00 p.m.
- Community Services @ 2:00 p.m.
Friday May 21, 2004
- Justice Administration @ 1:00 p.m.
- Law Enforcement @ 2:00 p.m.
- Management Services @ 3:00 p.m.
TO: THE HONORABLE COMMISSIONERS COURT

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

DATE: MAY 18, 2004

SUBJECT: SUPPLEMENTAL AGREEMENT NO. 2 TO INTERLOCAL COOPERATION CONTRACT WITH CITY OF DALLAS FOR HOPWA 2002 GRANT FUNDS

Background of Issue
The United States Department of Housing and Urban Development (HUD) administers the Housing Opportunities for Persons with AIDS (HOPWA) grant program. These funds are available to provide housing and related services to persons affected by HIV in the Dallas Eligible Metropolitan Statistical Area (EMSA), which includes Dallas, Collin, Denton, Hunt, Ellis, Henderson, Rockwall, and Kaufman counties (Effective October 1, 2004, Delta County will replace Henderson County in the EMSA.). The City of Dallas is the grantee and legal recipient of the HOPWA funds. The City of Dallas has entered into an Interlocal Cooperation contract, by Council Resolution No. 03-0172, with Dallas County as the project sponsor, and Dallas County Health and Human Services (DCHHS) as the Administrative Agency to administer the service delivery component of the HOPWA 2002 program. The Dallas County Judge appoints members of the Dallas Ryan White Planning Council (RWPC). The RWPC is charged with the responsibility of establishing priorities for the allocation of HOPWA funds and determining the categorical allocation by service category.

The total HOPWA 2002 grant award available to Dallas County is $2,679,526 which is currently allocated as follows: $1,115,949 for Emergency/Tenant Based Rental Assistance (Emergency/TBRA); $674,437 for Housing Facilities Operations/Lease; $713,844 for Supportive Services; and $175,296 for Program Administration. On March 24, 2004, the City of Dallas, by Council Resolution No. 04-0996, approved the reallocation of $99,996 in HOPWA 2002 funds from Supportive Services into the Emergency/TBRA service category, which would result in the following allocations: $1,215,945 in Emergency/TBRA; $674,437 in Housing Facility Operations/Lease; $613,848 in Supportive Services; and $175,296 in Program Administration (See Attachment A).

Fiscal Impact
There is no fiscal impact on Dallas County. The total amount of the contract award is not changed.
Operational Impact
Administrative Agency staff will coordinate and monitor the programmatic and fiscal accountability of the HOPWA 2002 grant in accordance with the responsibilities assigned to them by the Dallas County Commissioners Court.

Legal Impact
The Dallas County Commissioners Court must approve the Supplemental Agreement No. 2 to the Interlocal Cooperation contract with the City of Dallas, and authorize the County Judge to sign the contracts on behalf of Dallas County.

Recommendation
It is recommended that the Dallas County Commissioners Court does hereby approve the reallocation of the HOPWA 2002 contract as presented in Attachment A, and authorize the County Judge to sign the Supplemental Agreement No. 2 to the Interlocal Cooperation contract with the City of Dallas on behalf of Dallas County.

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

c:  J. Allen Clemson, Court Administrator  
Virginia Porter, County Auditor
**Attachment A**

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Current Budget</th>
<th>Revision</th>
<th>Revised Budget</th>
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<td>Emergency/TBRA</td>
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<tr>
<td>Program Administration</td>
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<tr>
<td>Total</td>
<td>$2,679,526</td>
<td>$0</td>
<td>$2,679,526</td>
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THE STATE OF TEXAS

COUNTY OF DALLAS

SUPPLEMENTAL AGREEMENT NO. 2
TO INTERLOCAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT 2 to that certain Interlocal Agreement (the "Contract") by and between the City of Dallas, a Texas municipal corporation (the "City"), and Dallas County Department of Health and Human Services, a political subdivision of the State of Texas (the "Contractor"), evidences the following:

1. The Statement of Services of the Contract is revised as follows:
   Exhibit A, Pages 1-2 is replaced with a revised Exhibit A, Pages 1-2, to reallocate funds among cost categories in the budget.

2. The term of the Contract is revised as follows:
   NO CHANGE

3. The Contract is further amended as follows:
   Exhibit D - Page 2 of 3, Request for Payment

4. The Contract payment provisions are revised as follows:
   Funding added by this supplemental agreement: $0.00
5. All other terms, provisions, conditions, and obligations of the Contract between the City and Contractor shall remain in full force and effect, and said Contract, and this Supplemental Agreement 2 shall be construed together as a single contractual agreement.

Executed as of this ______ day of ______, 2004, by the City acting through its City Manager, duly authorized by City Council Resolution No 04-0996, effective March 24, 2004, and by Contractor, acting through its County Judge.

APPROVED AS TO FORM:
MADELEINE B. JOHNSON
City Attorney

CITY OF DALLAS:
TEODORO J. BENAVIDES
City Manager

BY
Michael Bostic
Assistant City Attorney

CONTRACTOR:
Dallas County Department of Health and Human Services

BY
Director

RECOMMENDED BY DIRECTOR:

Karen D. Rayzer, Director
Environmental and Health Services Department

BY
County Judge

APPROVED AS TO FORM:

District Attorney
Exhibit A

Dallas County Department of Health and Human Services (DCHHS)
Housing Opportunities for Persons with AIDS (HOPWA)
FY 2002-2003

Statement of Services

The Dallas County Department of Health and Human Services (DCHHS) will provide or administer the following programs to eligible persons living within the Dallas Eligible Metropolitan Statistical Area (EMSA) in accordance with the Code of Federal Regulations Part 574:

- Emergency Assistance/Tenant Based Rental Assistance: includes short term rental assistance, mortgage and utility assistance to persons infected with HIV, affected family members, and caregivers for up to twenty-one (21) weeks; long-term tenant based rental assistance on behalf of eligible clients, including assistance for shared housing arrangements;

- Housing Facilities Operation/Leasing: operating costs for housing including maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, other incidental costs, and leasing costs for facilities to provide housing and services;

- Supportive Services: services include, but are not limited to health and/or mental assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, day care, nutritional services, intensive care when required, and assistance in gaining access to local, state and federal government benefits and services, except that health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to family members of these individuals; and

- Administrative Expenses: each project sponsor receiving amounts from grants made under this program may use not more than 7% of the amounts received for its own administrative costs relating to general management, oversight, coordination, evaluation, and reporting on eligible activities.

The Dallas EMSA is comprised of eight Counties: Collin, Dallas, Denton, Ellis, Henderson, Hunt, Kaufman, and Rockwall.
Dallas County Department of Health and Human Services
Statement of Services

ORIGINAL BUDGET

<table>
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<td>Program Administration</td>
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Total HOPWA Grant Funds $2,679,526

FIRST REVISED BUDGET (SA#1)

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Total HOPWA Grant Funds $2,679,526

SECOND REVISED BUDGET (SA#2)

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<td>Supportive Services</td>
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<td>Program Administration</td>
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Total HOPWA Grant Funds $2,679,526

Note: All Project Sponsors will be subjected to periodic onsite monitoring reviews.
Exhibit D
Environmental and Health Services Department
Request for Payment

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<tr>
<th>Contractor:</th>
<th>Dallas County Dept. of Health &amp; Human Serv</th>
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<tr>
<td>Vendor No.:</td>
<td>254643</td>
</tr>
<tr>
<td>Address:</td>
<td>2377 Stemmons Freeway, Suite 200, LB-16</td>
</tr>
<tr>
<td></td>
<td>Dallas, TX 75207</td>
</tr>
<tr>
<td>Telephone:</td>
<td>(214) 819-1844 (Tom Thomas)</td>
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<td>03-1399</td>
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I. Cost Categories

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<td>Supportive Services (PDGH 183453)</td>
<td>$613,848</td>
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<td>Administrative Costs (PDGH 183454)</td>
<td>$175,296</td>
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II. Total Not to Exceed Contract Amount $2,679,526

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<td>Less: Program Income/Fees</td>
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<tr>
<td>CURRENT AMOUNT DUE</td>
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<td>FUNDS REMAINING</td>
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III. Program Income/Fees Collected YTD: $)

CERTIFICATION
I certify that this billing statement reflects actual reimbursable costs associated with the provision of services in accordance with the terms of the contract between Dallas County Health and Human Services and the City of Dallas. I also certify that all required documentary evidence has been submitted along with the billing statement in accordance with the procedures established by the City of Dallas and that Dallas County Health and Human Services is complying with the City of Dallas Implementation Plan for Ozone Alert Days.

Zachary S. Thompson, Director

Payment Authorized: [ ] Yes [ ] No

Contract Compliance Administrator

Exhibit D, Page 2 of 3
As Amended by SA#2
WHEREAS, Housing Opportunities for Persons with AIDS (HOPWA) grant funds received from the U. S. Department of Housing and Urban Development (HUD) have been designated to provide services to low-income persons with HIV/AIDS and HIV-related illness and their families; and

WHEREAS, on June 26, 2002, City Council approved the FY 2002-03 Consolidated Plan for HUD grant funds, which included $3,022,000 in HOPWA grant funds; and

WHEREAS, the services provided under the HOPWA grant are most appropriately administered jointly by the City of Dallas and Dallas County Department of Health and Human Services (Dallas County); and

WHEREAS, the City entered into an Interlocal Agreement with Dallas County to provide the service delivery component of the FY 2002-03 HOPWA program in the amount of $2,679,526; NOW THEREFORE,

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

SECTION 1. That the City Manager is hereby authorized to execute a Supplemental Agreement No. 2 to the Interlocal Agreement with Dallas County for the FY 2002-03 HOPWA program, to reallocate funds among cost categories, according to the attached Schedule, and execute any and all documents required by the agreements.

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

DISTRIBUTION: Environmental and Health Services
City Attorney's Office
Office of Financial Services

[Signatures]
## SCHEDULE

**FY 2002-03 HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS**

<table>
<thead>
<tr>
<th>Org</th>
<th>Object</th>
<th>Encumbrance #</th>
<th>Description</th>
<th>Current Budget</th>
<th>Change</th>
<th>Revised Budget</th>
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<tr>
<td>2368</td>
<td>3099</td>
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<td>$99,996</td>
<td>$1,215,945</td>
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WHEREAS, Housing Opportunities for Persons with AIDS (HOPWA) grant funds received from the U. S. Department of Housing and Urban Development (HUD) have been designated to provide services to low-income persons with HIV/AIDS and HIV-related illness and their families; and

WHEREAS, on June 26, 2002, City Council approved the FY 2002-03 Consolidated Plan for HUD grant funds, which included $3,022,000 in HOPWA grant funds; and

WHEREAS, the services provided under the HOPWA grant are most appropriately administered jointly by the City of Dallas and Dallas County Department of Health and Human Services (Dallas County); and

WHEREAS, the City entered into an Interlocal Agreement with Dallas County to provide the service delivery component of the FY 2002-03 HOPWA program in the amount of $2,679,526; NOW THEREFORE,

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

SECTION 1. That the City Manager is hereby authorized to execute a Supplemental Agreement No. 2 to the Interlocal Agreement with Dallas County for the FY 2002-03 HOPWA program, to reallocate funds among cost categories, according to the attached Schedule, and execute any and all documents required by the agreements.

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

DISTRIBUTION:
Environmental and Health Services
City Attorney's Office
Office of Financial Services

APPROVED BY
CITY COUNCIL
MAR 24 2004

City Secretary

APPROVED
HEAD OF DEPARTMENT
CITY CONTROLLER
CITY MANAGER
<table>
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<tr>
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<td>2370</td>
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TO: THE HONORABLE COMMISSIONERS COURT

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

DATE: MAY 18, 2004

SUBJECT: SUPPLEMENTAL AGREEMENT NO. 1 TO THE INTERLOCAL COOPERATION CONTRACT WITH CITY OF DALLAS FOR HOPWA 2003 GRANT FUNDS

---

**Background of Issue**

The United States Department of Housing and Urban Development (HUD) administers the Housing Opportunities for Persons with AIDS (HOPWA) grant program. These funds are available to provide housing and related services to persons affected by HIV in the Dallas Eligible Metropolitan Statistical Area (EMSA), which includes Dallas, Collin, Denton, Hunt, Ellis, Henderson, Rockwall, and Kaufman counties (Effective October 1, 2004, Delta County will replace Henderson County in the EMSA.). The City of Dallas is the grantee and legal recipient of the HOPWA funds. The City of Dallas has entered into an Interlocal Cooperation contract, by Council Resolution No. 03-2722, with Dallas County as the project sponsor, and Dallas County Health and Human Services (DCHHS) as the Administrative Agency to administer the service delivery component of the HOPWA 2003 program. The Dallas County Judge appoints members of the Dallas Ryan White Planning Council (RWPC). The RWPC is charged with the responsibility of establishing priorities for the allocation of HOPWA funds and determining the categorical allocation by service category.

The total HOPWA 2003 grant award that was originally available to Dallas County was $3,438,440 which is currently allocated as follows: $1,352,370 for Emergency/Tenant Based Rental Assistance (Emergency/ TBRA); $910,858 for Housing Facilities Operations/Lease; $950,267 for Supportive Services; and $224,945 for Program Administration. On March 24, 2004, the City of Dallas, by Council Resolution No. 04-0997, approved an additional award of $30,000 to pay for general administrative services associated with administering the service delivery component of the HOPWA 2003 program. The additional award would result in the following allocations: $1,352,370 in Emergency/TBRA; $910,858 for Housing Facilities Operations/Lease; $950,267 for Supportive Services; $224,945 for Program Administration; and $30,000 in General Administrative Services (See Attachment A).

**Fiscal Impact**

There is no fiscal impact on Dallas County. Dallas County would receive $30,000 in additional HOPWA grant funds to pay for General Administrative Services.
Operational Impact
Administrative Agency staff will coordinate and monitor the programmatic and fiscal accountability of the HOPWA 2003 grant in accordance with the responsibilities assigned to them by the Dallas County Commissioners Court.

Legal Impact
The Dallas County Commissioners Court must approve the Supplemental Agreement No. 1 to the Interlocal Cooperation contract with the City of Dallas for HOPWA 2003 grant funds, and authorize the County Judge to sign the contracts on behalf of Dallas County.

Recommendation
It is recommended that the Dallas County Commissioners Court does hereby approve the additional award of $30,000 in the HOPWA 2003 contract as presented in Attachment A, and authorize the County Judge to sign the Supplemental Agreement No. 1 to the Interlocal Cooperation contract with the City of Dallas on behalf of Dallas County.

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

c:  J. Allen Clemson, Court Administrator  
Virginia Porter, County Auditor
## Attachment A

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THE STATE OF TEXAS  
COUNTY OF DALLAS  

SUPPLEMENTAL AGREEMENT NO. 1  
TO INTERLOCAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT 1 to that certain Interlocal Agreement (the “Contract”) by and between the City of Dallas, a Texas municipal corporation (the “City”), and Dallas County Department of Health and Human Services, a political subdivision of the State of Texas (the “Contractor”), evidences the following:

1. The Statement of Services of the Contract is revised as follows:
   Exhibit A, Pages 1-2 is replaced with a revised Exhibit A, Pages 1-2, to amend administrative budget.

2. The term of the Contract is revised as follows:
   NO CHANGE

3. The Contract is further amended as follows:
   Exhibit H - Solo Page, Special Request for Payment

4. The Contract payment provisions are revised as follows:
   Funding added by this supplemental agreement: $30,000.00
5. All other terms, provisions, conditions, and obligations of the Contract between the City and Contractor shall remain in full force and effect, and said Contract, and this Supplemental Agreement shall be construed together as a single contractual agreement.

Executed as of this day of , 2004, by the City acting through its City Manager, duly authorized by City Council Resolution No. 04-0997, effective March 24, 2004, and by Contractor, acting through its County Judge.

APPROVED AS TO FORM:
MADELEINE B. JOHNSON
City Attorney

CITY OF DALLAS:
TEODORO J. BENAVIDES
City Manager

BY
Michael Bostic
Assistant City Attorney

BY
Assistant City Manager

CONTRACTOR:
Dallas County Department of Health and Human Services

BY
Director

RECOMMENDED BY DIRECTOR:

Karen D. Rayzer, Director
Environmental and Health Services Department

BY
County Judge

APPROVED AS TO FORM:

District Attorney

Supplemental Agreement 1
Housing Opportunities for Persons with AIDS/2004
Exhibit A

Dallas County Department of Health and Human Services
Housing Opportunities for Persons with AIDS (HOPWA)

Statement of Services

Dallas County Department of Health and Human Services (CONTRACTOR) will administer the following programs funded under the Housing Opportunities for Persons with AIDS (HOPWA) grant in accordance with applicable law, either through direct services or through various organizations with which CONTRACTOR enters into a contract for the provision of services hereunder (Subcontractor(s)).

- **Emergency/Tenant-Based Rental Assistance Program (Scattered-Site Housing Assistance):** Allowable costs include short-term rental assistance, mortgage, and utility assistance to Eligible Persons for up to twenty-one (21) weeks in any 52-week period, and long-term tenant-based rental assistance which is not limited to 21 weeks and which includes assistance for shared housing arrangements. The City of Dallas Shared Housing Arrangements Policy and City of Dallas Client Eligibility Verification Policy shall apply as provided therein. Contractor and each Subcontractor, as applicable, shall provide the information required under the Client Eligibility Verification Policy.

- **Housing Facilities Operations/Leasing (Facility-Based Housing Assistance):** Allowable costs include eligible operating costs associated with the day-to-day operation of the housing facility for Eligible Persons, and includes maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, other incidental costs, and lease costs paid to an independent third party in an arms' length transaction for facilities to provide housing and services.

- **Supportive Services (Supportive Services Assistance):** Allowable costs include eligible costs associated with providing direct services to Eligible Persons, and includes, but is not limited to, health, mental health, assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services, except that health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to family members of those individuals.

- **Administrative Expenses:** Allowable costs include eligible costs associated with general management, oversight, coordination, evaluation, and reporting on eligible activities. Contractor and each Subcontractor may use not more than 7 percent of the amounts received by Contractor or such Subcontractor to provide direct services for administrative costs.

HOPWA funds will be utilized to address the needs of Eligible Persons residing within the within the Dallas Eligible Metropolitan Statistical Area (EMSA). The EMSA includes the following counties: Collin, Dallas, Denton, Ellis, Henderson, Hunt, Kaufman, and Rockwall. Effective October 1, 2004, the EMSA includes the following counties: Collin, Dallas, Delta (replacing Henderson), Denton, Ellis, Hunt, Kaufman, and Rockwall. CONTRACTOR and the City shall

Exhibit A, Page 1 of 2
As Amended by SA#1
work together to ensure the timely transition of services for Eligible Persons affected by this change in the EMSA.

"Eligible Person" means a person with acquired immunodeficiency syndrome (AIDS) or related diseases who meets the Eligible Persons Income Guidelines set forth in Exhibit C, and the person's family, as defined in HUD regulations.

CONTRACTOR and each Subcontractor will be subject to periodic on-site monitoring reviews.

CONTRACTOR shall provide copies of each contract, including a detailed budget, with each Subcontractor receiving amounts from HOPWA grant funds under this program, upon execution of such contract.

**General Administrative Services**

In conjunction with administering the foregoing HOPWA programs, either through direct services or through the Subcontractors, Contractor shall also provide the following general administrative services for the HOPWA programs:

- Conducting the competitive bidding process and selecting the Subcontractors;
- Developing and managing HOPWA contracts with the Subcontractors;
- Monitoring, auditing, and evaluating HOPWA programs of the Contractor and the Subcontractors;
- Processing HOPWA billings from the Subcontractors;
- Designing and maintaining HOPWA budgets for Contractor and the Subcontractors; and
- Providing general management, oversight, coordination, evaluation, and reporting on the above HOPWA programs.

In consideration of such general administrative services, Contractor shall receive payment for eligible costs associated with the foregoing general administrative services, payable from the City's grantee administrative cost budget, upon submission of the Special Request for Payment (Exhibit H, Solo Page), with the applicable Proofs of Performance (Exhibit F, Page 1 of 25), in accordance with the Request for Payment Procedures (Exhibit D, Page 1 of 3).

**Budget Categories**

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<th>Service</th>
<th>Amount</th>
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<tr>
<td>Housing Facilities Operations/Leasing</td>
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<td>Emergency/Tenant-Based Rental Assistance</td>
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<td>Administrative Costs</td>
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<td><strong>Total HOPWA Program Budget</strong></td>
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<tr>
<td>General Administrative Services</td>
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<td><strong>Total Budget</strong></td>
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Exhibit A, Page 2 of 2  
As Amended by SA#1
Exhibit H
Environmental and Health Services Department
Special Request for Payment

Contractor: Dallas County Dept. of Health & Human Serv
Vendor No.: 254843
Address: 2377 Stemmons Freeway, Suite 200, LB-16
Dallas, TX 75207
Telephone: (214) 819-1844 (Tom Thomas)

Reporting Period: 
Encumbrance No.: PDGH183578
Resolution No.: 
Term: 1/1/04 – 9/30/06

I. Cost Categories

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TOTAL: $30,000

II. Total Not to Exceed Contract Amount

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</table>

III. Program Income/Fees Collected YTD: $ 

CERTIFICATION
I certify that this billing statement reflects actual reimbursable costs associated with the provision of services in accordance with the terms of the contract between Dallas County Health and Human Services and the City of Dallas. I also certify that all required documentary evidence has been submitted along with the billing statement in accordance with the procedures established by the City of Dallas and that Dallas County Health and Human Services is complying with the City of Dallas Implementation Plan for Ozone Alert Days.

Zachary S. Thompson, Director

Payment Authorized:
[ ] Yes [ ] No

Contract Compliance Administrator

Date

Exhibit H, Solo Page
As Amended by SA#1
WHEREAS, Housing Opportunities for Persons with AIDS (HOPWA) grant funds received from the U.S. Department of Housing and Urban Development (HUD) have been designated to provide services to low-income persons with HIV/AIDS and HIV-related illness and their families; and

WHEREAS, on August 13, 2003, City Council approved the FY 2003-04 Consolidated Plan for HUD grant funds, which included $3,869,000 in HOPWA funds; and

WHEREAS, the service provided under the HOPWA grant are most appropriately administered jointly by the City of Dallas and Dallas County Department of Health and Human Services (Dallas County); and

WHEREAS, the City entered into an Interlocal Agreement with Dallas County to provide the service delivery component of the FY 2003-04 HOPWA program in the amount of $3,438,440; NOW THEREFORE,

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

SECTION 1. That the City Manager is hereby authorized to execute Supplemental Agreement No. 1 to the Interlocal Agreement with Dallas County for the FY 2003-04 HOPWA program, to pay a one-time administrative fee in the amount of $30,000, and execute any and all document required by the agreement.

SECTION 2. That the City Controller is hereby authorized to disburse funds from Fund HW02, Agency EHS, Org 2371, Object Code 3090, Encumbrance No. PDGH183578, Vendor No. 254643, in an amount not to exceed $30,000.

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

DISTRIBUTION: Environmental and Health Services
City Attorney's Office
Office of Financial Services

APPROVED BY
CITY COUNCIL
MAR 24 2004

City Secretary

APPROVED
HEAD OF DEPARTMENT

APPROVED
CITY CONTROLLER

APPROVED
CITY MANAGER
DALLAS COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION

ZACHARY THOMPSON, M.A.
DIRECTOR

DATE: May 18, 2004
TO: COMMISSIONERS COURT
FROM: Zachary Thompson, Director

SUBJECT: AGREEMENT WITH CITY OF DALLAS FOR MOSQUITO TESTING

BACKGROUND
The DCHHS Public Health Laboratory currently performs testing for most public health diseases such as sexually transmitted diseases and tuberculosis. The DCHHS Laboratory has been designated a Level 3 lab by the state of Texas for the testing of bioterrorism agents such as anthrax and plague. In March, 2004, the DCHHS Laboratory began testing mosquitoes collected by the DCHHS Environmental Health Division.

The City of Dallas requests to enter into an agreement with the Dallas County Health and Human Services (DCHHS) Public Health Laboratory for the performance of mosquito testing to detect the presence of viruses in order to prevent disease transmission from mosquitoes in Dallas County.

DCHHS will accept five (5) sampling sites weekly which are identified by City of Dallas Environmental Health staff. The City shall pay the County a fee of fifteen dollars and 00/100 ($15.00) per test performed. The term of the Agreement is May 11, 2004 through October 31, 2004.

FISCAL IMPACT
There is no financial impact to Dallas County. The $15.00 fee charged per test should generate an estimated revenue of $7,800 from the performance of this testing. The Auditor's Office has reviewed the fee analysis.

OPERATIONAL IMPACT
The testing of mosquitoes for the City of Dallas will have no operational impact to Dallas County. The DCHHS Laboratory will use current staff and equipment for the performance of these tests.

LEGAL IMPACT
The District Attorney has reviewed and approved the Agreement documents. The Commissioners Court must approve the Agreement and the County Judge must sign the Agreement documents.
RECOMMENDATION

It is recommended that the Dallas County Commissioners Court approve the Agreement between Dallas County Health and Human Services and the City of Dallas for mosquito testing to detect the presence of viruses in order to prevent disease transmission of mosquitoes in Dallas County, and authorize the County Judge to sign the Agreement on behalf of Dallas County.

RECOMMENDED BY: ________________________________
Zachary Thompson, Director

attachments
c: Allen Clemson, Court Administrator
   Virginia Porter, County Auditor
   Ryan Brown, Budget Officer
MOSQUITO TESTING
AGREEMENT BETWEEN DALLAS COUNTY,
ON BEHALF OF DALLAS COUNTY HEALTH
AND HUMAN SERVICES, AND CITY

1. PARTIES

This Agreement is made by and between the City of Dallas, Texas ("City") and Dallas County ("County"), on behalf of Dallas County Health and Human Services ("DCHHS"), pursuant to the authority granted by Texas Local Government Code Chapter 791, Interlocal Cooperation Act for MOSQUITO TESTING to detect the presence of viruses in order to prevent disease transmission of mosquitoes in Dallas County.

2. TERM

This Agreement is effective from May 11, 2004 through October 31, 2004, unless otherwise stated in this Agreement or amended by the parties.

3. MOSQUITO TESTING

A. Upon written request from City, County will provide mosquito testing only for the West Nile Virus (WNV) at this time. However, upon written request of the City, for St. Louis Encephalitis (SLE) and/or other viruses may be performed.

B. At this time only five (5) sampling sites will be accepted weekly by the County. However we will consider excepting additional samples in the event of an emergency.

C. Mosquito samples submitted to Dallas County’s Mosquito Lab will be identified and sorted by species. Those species that are known to carry the West Nile Virus will be used to conduct laboratory analysis for West Nile Virus (see Exhibit A).

D. Each test will consist of 1-50 mosquitoes.

E. It is highly recommended that mosquito collections be collected from five (5) potential “hot-spots” throughout the City of Dallas.

F. Results should be available within twenty-four to thirty-six (24-36) hours from the time the laboratory receive samples.

G. Results will be e-mailed to your City’s designated representative with official documentation to follow by mail.
4. **BUDGET AND PAYMENT TO COUNTY**

A. City shall pay to the County a fee of fifteen-dollars and 00/100 ($15.00) per test. However, upon written notification to the City, the fee is subject to change in the future due to time, equipment, etc. associated with testing procedures.

B. City shall pay County the stipulated fee(s) within thirty (30) days of the monthly request for payment. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

5. **TERMINATION**

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

B. **With Cause:**

1) Lack of, or reduction in, funding or resources by City or County;

2) Non-performance by City or County;

3) City's or County's improper misuse or inept use of funds or resources;

4) City's or County's failure to comply with the terms and provisions of this Agreement; and/or;

5) City's or County's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

6) Failure of the City Council of the City of Dallas or the Commissioner's Court of Dallas County to budget and appropriate funds for this activity.

6. **LIABILITY**

County and City agree that each shall be responsible for its own negligent acts or omissions or other tortuous conduct in the course of performance of the Agreement, without waiving any sovereign immunity available to County or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
7.  INSURANCE

City agrees that it will at all times, during the term of this Agreement, maintain in full force and effect self-insurance to the extent permitted by applicable law under a plan of self-insurance that is also maintained in accordance with sound accounting practices. It is expressly agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage.

It is the intent of these provisions that insurance cover all cost allowed by Texas law so that County will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this Agreement. Minimum insurance is a condition precedent to any work performed under this Agreement and for the entire term of this Agreement, including any renewals or extensions.

8.  NOTICE

Any notice or certification required or permitted to be delivered under this AGREEMENT shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

**COUNTY**  
Zachary S. Thompson, Director  
Dallas County Health & Human Svcs.  
2377 N. Stemmons Frwy., Suite 600  
Dallas, Texas 75207-2710

**CITY**  
Teodoro J. Benavides, City Manager  
City of Dallas  
1500 Marilla, City Hall  
Dallas, Texas 75202

9.  ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties.
10. COUNTERPARTS, NUMBER/GENDER AND HEADINGS
This Agreement may be executed in multiple counterparts, each of which shall be
deemed an original, but all of which shall constitute one and the same instrument.
Words of any gender used in this Agreement shall be held and construed to include
any other gender. Any words in the singular shall include the plural and vice versa,
unless the context clearly requires otherwise. Headings are for the convenience of
reference only and shall not be considered in any interpretation of this Agreement.

11. SEVERABILITY
If any provisions of this Agreement is construed to be illegal, invalid, void or
unenforceable, this construction will not affect the legality or validity or any of the
remaining provisions. The unenforceable or illegal provision will be deemed
stricken and deleted, but the remaining provisions shall not be affected or impaired,
and such remaining provisions shall remain in full force and effect.

12. FISCAL FUNDING CLAUSE
Notwithstanding any provisions contained in this Agreement, the obligations of the
County or City under this Agreement is expressly contingent upon the availability of
funding for each item and obligation for the term of the Agreement and any
pertinent extensions. City or County shall not have a right of action against each
other in the event is unable to fulfill its obligations under this Agreement as a result
of lack of sufficient funding for any item or obligation from any source utilized to
fund this Agreement or failure to budget appropriate or authorize funding for this
Agreement during the current or future fiscal years. In the event that County is
unable to fulfill its obligations under this Agreement 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 Agreement by written notice to
City at the earliest possible time prior to the end of its fiscal year.

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

14. SOVEREIGN IMMUNITY
This Agreement is expressly made subject to City’s and County’s Sovereign
Immunity, Title 5 of the Texas Civil Remedies Code and all applicable State of
Texas and Federal Laws. This Agreement and all pertinent matters shall be
construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

15. COMPLIANCE OF LAWS AND VENUE

In providing services required by this Agreement, City 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.

16. RELATIONSHIP OF PARTIES

City is an independent contractor and not agent(s), servant(s), joint enterprise(s) or employee(s) of County. City and County agree and acknowledge that each entity shall be responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance or work covered under this Agreement.

17. SIGNATORY WARRANTY

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions, and that the execution and delivery of Agreement have been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Agreement.

The City of __________________________ has executed this Agreement pursuant to duly authorized City Council Resolution No. __________________________, dated __________, 2004. The County of Dallas has executed this Agreement pursuant to Commissioners Court Order No. __________________________, on this __________ day of __________________________ 2004.

EXECUTED THIS _______ DAY OF ______________ 2004.

COUNTY: 

BY: Margaret Keliher  
County Judge

CITY: 

BY: Teodoro J. Benavides  
City Manager
Recommended:

BY: Zachary S. Thompson
    Director, DCHHS

Recommended:

BY: Karen D. Rayzer
    Director, EHS

Approved as to Form:

[Signature]

BY: Bob Schell
    Chief, Civil Division
    Assistant District Attorney

* By law, the District Attorney’s Office may only advise or approve contracts or legal documents on behalf of its client. 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).
PROTOCOL FOR SUBMITTING MOSQUITO TEST SAMPLES TO DALLAS COUNTY MOSQUITO LAB
EXHIBIT A

Dallas County Mosquito Lab Information:

Location: 1506 E. Langdon Rd.
          Dallas, Texas 75141
          Mapsco #67-U

Telephone Number: Mosquito Lab (972) 225-8993
                 Central Office (214)819-2115 or (214) 819-2112
                 E-Mail: s.sawlis@dallascounty.org

How To Collect And Submit Samples To Mosquito Lab:

Note: Please contact Mosquito Lab one (1) day prior to collection date.

The City will submit Mosquito Samples from a maximum of five (5) test sites per
week. Our lab will accept Samples: Mon. - Wed. 7am - 3:30 pm
                        Thursday - 7am - 12:00 pm

PROCEDURE:
1. Label each TDH sample carton with corresponding pre-printed collection trap
   numbers.
2. Wear disposable gloves to transfer mosquitoes from traps to TDH sample cartons.
   (Gloves must be worn to avoid contaminating mosquitoes)
3. Enter collection data onto a Mosquito Sample Submission Form.
   Note: It is important to complete submission forms in their entirety.
4. Place each sample carton in coolers and keep cool with ice packs.
5. Deliver mosquito samples to Dallas County Mosquito Lab.
6. Submit samples to attending technician.
7. Sign Submission Form.
8. Mosquito samples submitted to Dallas County’s Mosquito Lab will be identified and
    sorted by species. One (1) fifty (50) mosquitos from those species that are known
    to carry the West Nile Virus, will be used to conduct laboratory analysis for West
    Niles Virus.

We will send all results VIA E-MAIL with official documentation to follow by mail.
MEMORANDUM

Date: May 12, 2004
To: Dallas County Commissioners Court
From: Michael K. Griffiths, Director

Subject: Juvenile Accountability Incentive Block Grant Sharing Funds Agreements

Background of Issue

Sixteen jurisdictions within Dallas County have pooled their funding from the federal Juvenile Accountability Incentive Block Grant (JAIBG) for the purpose of creating a centralized data base for juvenile records, called the Dallas County Juvenile Information System (JIS). Total funding for the JAIBG project was: First Year - $1,380,831; Second Year - $1,869,072; Third Year - $1,814,142; Fourth Year - $1,917,693 and Fifth Year - $1,746,585 with Year 5 ending July 31, 2004. Beginning with the second year of JAIBG funding, a portion of the grant dollars has been returned to the participating jurisdictions to purchase equipment and/or services to access the JIS. These “turn back” funds are allocated based upon twenty-five (25) percent of the total funding each jurisdiction contributed to the JAIBG project. Commissioners Court approved similar agreements for Years 2, 3 and 4. The purpose of this briefing is to request Commissioners Court approval of the sharing funds agreements for Year 5 with the participating jurisdictions for the turn back funds.

Impact on Operations and Maintenance

All of the participating jurisdictions except the City of Dallas, use the turn back funds exclusively to purchase equipment and services that enhance their ability to access the JIS. The City of Dallas uses a portion of the funds for equipment and the remainder to provide a prosecutor and assistant assigned to juvenile cases in their municipal court. Each jurisdiction is responsible for the purchase, installation and maintenance of all equipment purchased with turn back funds. Jurisdictions must provide receipts or other documentation that the funds have been expended before Juvenile Department staff process reimbursement requests.

Legal Information

A sharing funds agreement has been developed for each participating jurisdiction. The agreement has been approved as to form by Joel Winful, Assistant District Attorney, Civil Section. The agreement is attached without Exhibits B (City Council Resolution and Application Waiver), Exhibit C (City's proposed purchases with turn back funds) and Exhibit D (Uniform Grant Management Standards). The agreements require the signature of the authorized official from each jurisdiction and the signature of the Dallas County Judge.
Fiscal Information

Each jurisdiction receives 25% of their total grant in turn back funds. Dallas County’s turn back share is $148,172.75. Those funds were allocated to the general project to allow for integration of the new CaseWorker 5 system into the JiS and to complete the electronic reporting to the State. The turn back funds are available from the JAI BG and no County funds are involved. A listing of all jurisdictions and their turn back allocation follows.

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<th>JURISDICTION</th>
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<td>TOTAL</td>
<td>$1,571,926</td>
<td>$174,659</td>
<td>$1,746,585</td>
<td>100%</td>
<td>$436,646.25</td>
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</tbody>
</table>

Performance Measures

There are no specific performance measures for each jurisdiction’s turn back funding used to purchase equipment and/or services to allow access to and utilization of the JiS.

Project Schedule/Implementation

The jurisdictions are in the process of finalizing their turn back funds purchases. All turn back funds must be spent by July 31, 2004. Reimbursements must be finalized by September 14, 2004, within the 45 day time frame allowed for final liquidation of grant funds.
MWBE

Not applicable.

Recommendation

It is recommended that the Dallas County Commissioners Court approve the Sharing Funds Agreements for Year 5 with the sixteen jurisdictions participating with Dallas County in the Juvenile Accountability Incentive Block Grant (JAIBG) program and authorize the Dallas County Judge to sign the agreements and any related documents on behalf of Dallas County.

Recommended by: [Signature]
Michael K. Griffiths, Director
JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT

SHARING FUNDS AGREEMENT

BETWEEN

DALLAS COUNTY, TEXAS

AND

THE CITY OF xxxxxxxx

THIS AGREEMENT (the "Agreement"), is made and entered into by and between the following Parties:

Dallas County, Texas (hereinafter referred to as "COUNTY", located at the Administration Building - 2nd Floor, 411 Elm Street, Dallas, TX 75202, is a corporate and political body recognized as a legal subdivision of the State of Texas pursuant to Article XI, Section 1 of the Texas Constitution;

City of xxxxxxx, Texas (hereinafter referred to as "CITY"), located at xxx xxxx, xxxxxx, Texas, 7xxxx is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution;

WHEREAS, the Omnibus Consolidated and Emergency Supplemental Appropriation Act of 1999 (Public Law 105-277) allocated $250,000,000.00 to the Juvenile Accountability Incentive Block Grant ("JAfBG") for the purpose of providing funds to State and local governments to develop programs that promote greater accountability in the juvenile justice system; and

WHEREAS, the Office of the Governor's Criminal Justice Division ("CJD") will administer the JAfBG which is a "reimbursement grant" for the State of Texas and has notified the Parties of their respective awards; and

WHEREAS, the award of JAfBG funds requires a ten percent (10%) local cash match from each of the Parties; and

WHEREAS, community planning efforts have identified the need for improved coordination among jurisdictions and branches of the juvenile justice system, especially in the area of information collection and sharing; and

WHEREAS, qualifying units of local government may waive their right to their award and request those funds be awarded to and expended for their benefit by a larger or contiguous unit of local government; and
WHEREAS, jurisdictions within Dallas County wish to collaborate in using JAIBG funds to develop and implement an integrated data processing system (the "Dallas County Juvenile Information System") linking law enforcement, prosecutors, probation officials and Child Protective Services; and

WHEREAS, COUNTY shall serve as lead agency for the project and will submit a consolidated application for JAIBG funding to CJD; and

WHEREAS, CITY desires to waive its rights to apply for and request that its respective grant funds be awarded to COUNTY to be expended for their benefit by participating in the collaborative effort more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, CITY authorizes COUNTY to submit a consolidated application for JAIBG funding to CJD for the purposes of developing and implementing the integrated data processing system described in Exhibit "A"; and

WHEREAS, upon formal notice from the CJD that the consolidated application has been approved and the JAIBG funds have been awarded, COUNTY shall establish a dedicated account in which all JAIBG funds shall be controlled by the Dallas County Auditor’s Office in strict accordance with CJD guidelines and procedures;

WHEREAS, CITY agrees to provide its respective ten percent (10%) cash match of $4,948 to COUNTY for the collaborative effort which shall be deposited in the dedicated account; and

FURTHER, CITY agrees to continue its participation in the Juvenile Crime Enforcement Coalition;

NOW THEREFORE, in consideration of the premises, promises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed by and between the Parties hereto as follows:

I. PURPOSE

The Parties agree and acknowledge that the Dallas County JAIBG Collaboration was established in 1998 when fifteen jurisdictions within Dallas County pooled their Year 1 Funding from the Federal JAIBG for the purpose of creating a centralized data base for juvenile records known as “Phase I” of the project. Phase I included the following aspects of the project: establishing the hardware and software for the core data base; and integrating the new database with the Caseworker system
which is used by juvenile probation, prosecutors and the Juvenile Courts. During Phase II, the initial system created under Phase I was expanded to include the following enhancements: online arrest processing and identification support; expanded data elements; automation of referral process; expanded the district court processes; enhanced caseworker interface; provided intake processing, arrest profile, and auto printing; enhanced DA processes; and included truancy information. Phase III produced additional enhancements to the system including: hardware and software upgrades; automated arrest report enhancements; development of a records management process; incorporating data from additional agencies; development of disposition recording methods; development of a victim-witness notification function; and enhancement of the systems reporting capabilities. Phase IV produced improvement to the juvenile profile and system navigation; electronic filing to the District Attorney; incorporating data from additional agencies; improvement to the records consolidation process; and development of functions for juvenile probation services.

COUNTY and CITY further agree and acknowledge their continued desire to participate in the Dallas County JAIBG Collaboration and pool their Year 5 Funding from the Federal JAIBG for Phase V of the project. During Phase V, a portion of the JAIBG funding will be allocated to operation and maintenance of the JIS. The following priorities for enhancements to the system to be developed and implemented during Phase V: enhanced ability of police departments, the juvenile department and the district courts to electronically generate, process and transfer information; incorporation of Truancy and Justice of the Peace Courts information into the JIS; installation and deployment of electronic signature equipment and the addition of other Dallas County agencies into the JIS.

II. TERM

The term of this Agreement shall commence on the date of the last signature approving this Agreement and shall terminate upon final expenditure of the funds in accordance with the grant.

III. INITIAL JAIBG FUNDING AMOUNTS

Prior to the COUNTY’S submission of a consolidated application to the State of Texas, Office of the Governor, the CJD initially allocated the following funds to CITY: CITY $ 44,528
IV. LOCAL MATCH FUNDS

CITY shall be solely responsible for its respective cash match, as required by the terms of this JAIBG award, and said sum shall be directly transferred to COUNTY’S dedicated account for this grant in the following amount: CITY $ 4,948

V. CITY WAIVES RIGHT TO APPLY FOR FUNDING

Pursuant to CITY Council Resolution 01-2002 dated the 7th of January, 2002, and the Application Waiver, both attached hereto and incorporated herein for all purposes as Exhibit “B”, CITY delegated to COUNTY its right to apply for funding under the JAIBG and committed its required cash match to COUNTY.

VI. TRANSFERRED FUNDS

CITY agrees to have its initial CJD funding and local match funds, described in Sections III and IV supra, directly transferred to COUNTY pursuant to this Agreement in the following amount: CITY $ 49,476

VII. FUNDS TO BE REIMBURSED

The following amount reflects the portion of the CITY’S transferred funds, described in Article VI supra, which shall be returned to CITY, for the purchases more particularly described on Exhibit “C” attached hereto and incorporated herein for all purposes, under the reimbursement procedures set forth in Articles VIII and IX infra. CITY $ 12,369

VIII. PURCHASE OBLIGATIONS OF CITY

COUNTY and CITY agree and acknowledge that CITY shall be responsible for purchasing all equipment and supplies, more particularly outlined in Exhibit “C”, on its own behalf. Once CITY has purchased said equipment and supplies, CITY shall be solely responsible for providing to COUNTY all necessary documentation to receive reimbursement in accordance with all applicable JAIBG, County and CJD guidelines and procedures. Any use of this equipment/supplies shall comply with at least one of the twelve (12) enumerated JAIBG program purposes.
IX. REIMBURSEMENT PROCEDURES

Given the nature of the JAIBG reimbursement funding and the COUNTY'S role as lead agency for Phase IV of the project, the CITY agrees to expend these funds in accordance with relevant Federal, State, and CJD requirements. In addition, COUNTY and CITY agree the following procedures shall govern all of CITY'S requests for reimbursement under the grant.

(1) City Requests Payment in Advance to Purchase Equipment and/or Supplies Pursuant to an Invoice:
   a. CITY shall provide to COUNTY, in writing, notice that said equipment been requisitioned and actually received by CITY pursuant to a valid purchase order;
   b. Such written notice to COUNTY shall include a copy of the appropriate invoice or other necessary documentation to confirm the purchase amount for the specific item of equipment;
   c. COUNTY shall request on CITY'S behalf an advance payment from the CJD for the purchase amount indicated on the invoice or other documentation described in (2) above within fifteen (15) days of receiving a written request from CITY;
   d. COUNTY shall disperse said advance funds for the purchase amount to CITY within twenty-one (21) days of receipt of funds from CJD; and
   e. CITY shall provide documentation to COUNTY within thirty (30) days of receipt of funds from COUNTY that all vendors' invoices have been paid in full with the CJD advanced funds.

(2) City Requests Reimbursement for Actual Payment of Equipment and/or Supplies Pursuant to a Receipt:
   a. CITY shall provide to COUNTY, in writing, notice that equipment and/or supplies described on Exhibit "C" have been purchased and payment has been made to the vendor;
   b. Such written notice to COUNTY shall include a copy of the appropriate receipt or other necessary documentation to confirm the purchase and payment for the specific item of equipment and/or supplies;
   c. COUNTY shall request on CITY'S behalf reimbursement from the CJD for the amount reflected on the receipt or other documentation described in (2) above within fifteen days (15) days of receiving a written request from CITY; and
   d. COUNTY shall disperse said reimbursement funds, for the actual amount paid, to CITY within twenty-one (21) days of receipt of reimbursement funds from the CJD.
(3) All Other Reimbursement Requests by City:
   a. CITY and COUNTY agree that all other reimbursement requests made by CITY shall be handled by COUNTY as expeditiously as possible and in accordance with all JAIBG, County and CJD policies and procedures.
   b. CITY agrees and acknowledges that no reimbursement shall be made herein until the cash match described in Article IV has been received by COUNTY and deposited into the dedicated account for this grant.
   c. CITY also agrees and acknowledges that reimbursement shall not exceed the total allowable expenses, as defined by CJD policy and procedures.

X. APPLICATION OF TRANSFERRED FUNDS

COUNTY agrees to expend CITY'S transferred funds, described in Article VI supra, during Phase V of the project in accordance with Exhibit "A" and any further determinations made by the JCEC Executive Committee on behalf of the Dallas County JAIBG Collaboration.

COUNTY has no obligation to provide any additional funds under this Agreement, even if the JAIBG funds are insufficient to fully accomplish the priorities set forth in Exhibit "A".

In the event JAIBG funds remain upon completion of the project set forth herein, as determined by COUNTY, COUNTY may expend such funds on other eligible projects under the grant in COUNTY'S sole discretion.

XI. UNIFORM GRANT MANAGEMENT STANDARDS

COUNTY and CITY agree that all services provided and/or goods and materials purchased with transferred and equipment funds, described in Sections VI and VII of this Agreement, shall be managed to meet the requirements of the Uniform Grant Management Standards (UGMS) promulgated pursuant to Section 783 of the Texas Government Code, more particularly described in Exhibit "D" attached hereto and incorporated herein for all purposes.

XII. RECORDS/RIGHT TO INSPECTION

COUNTY and CITY agree to establish a set of records that comply with the requirements of grant funding from the State of Texas, Office of the Governor's Criminal Justice Division. CITY further agrees that the State of Texas, Office of the
Governor's Criminal Justice Division, and COUNTY shall have the right of timely and unrestricted access to any books, documents, papers, or other records created pursuant to this Agreement in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to CITY'S personnel for the purpose of reviewing, interviewing, evaluating and monitoring related to such documents.

XIII. RETENTION OF RECORDS

COUNTY and CITY agree to maintain any and all records created pursuant to this Agreement for a minimum of five (5) years after the termination of this Agreement. If any litigation, claim, or audit involving these records begins before the retention period expires, COUNTY and CITY shall retain the records and documents for not less than five (5) years or until all litigation, claims, or audit findings are resolved, whichever is later.

XIV. AGENCY

COUNTY and CITY agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

XV. INDEMNIFICATION

COUNTY and CITY agree that both COUNTY and CITY shall each be responsible for their own negligent acts or omissions or other tortuous conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either COUNTY or CITY under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

XVI. AMENDMENTS OR MODIFICATION

This Agreement shall not be amended or modified except by written agreement executed by duly authorized representatives of the Parties.
XVII. ASSIGNMENT

The Parties shall not sell, assign, transfer or convey this Agreement, in whole or in part, without the prior written consent of the Parties.

XVIII. WAIVER OF TRANSACTION FEE

COUNTY agrees that CITY shall not be charged any transaction fees to access the Dallas County Juvenile Information System.

XIX. NOTICE

Any notice or certification provided for in this Agreement to be given by either Party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States Mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

To COUNTY:  
Margaret Keliher  
County Judge  
Administration Bldg., 2nd Floor  
411 Elm Street, Suite 250  
Dallas, Texas 75202

To CITY:  
Name  
Title  
Address  
Address  
City, Texas 7xxxx

XX. SEVERABILITY

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

XXI. ENTIRE AGREEMENT

This Agreement, including all Exhibits, constitutes the entire Agreement between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.
XXII. VENUE AND GOVERNING LAW

This Agreement shall be expressly subject to the sovereign immunity of COUNTY and the governmental immunity of CITY, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state law. This Agreement shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this Agreement filed by either CITY or COUNTY shall be in Dallas County, Texas.

XXIII. NO THIRD-PARTY BENEFICIARY ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and any right of action relating to such enforcement shall be strictly reserved to COUNTY and CITY and nothing contained in this Agreement shall be construed to create any rights for any third parties.

XXIV. FORMAL COURT APPROVAL

This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court.

IN WITNESS WHEREOF by their signatures hereon each of the undersigned represents and warrants that they are the duly authorized agents of each entity and have full right and authority to enter into this Agreement. This Agreement is to be effective upon the signature of both COUNTY and CITY.
EXECUTED THIS _____ DAY OF _______________________, 2004.

COUNTY OF DALLAS:

BY: Margaret Keliher
    County Judge

BY: Bob Schell
    Assistant District Attorney
    Chief, Civil Section

CITY OF xxxxxxxxx

BY: Name
    City Manager

BY: Name
    City 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).
EXHIBIT “A”

DALLAS COUNTY JIS PHASE V

DELIVERABLE STATEMENTS

Task 1A – Ongoing Operations & Maintenance of JIS
- System Administration and Security
- Routine Updates of Agency data into JIS
- Ongoing support of Agency Administration Function - Police, Municipal Courts, ISD’s
- Ongoing support of County Administration Function – District Attorney, Juvenile Department, Detention Court, District Court
- Helpdesk Management & User Satisfaction Survey
- Trouble Resolution for Helpdesk Tickets
- Change Management - Generation of change orders for out of scope issues causing new development
- Agency/User Training
- Database Performance Tuning
- Problem Resolution of Data Inconsistencies
- Weekly audits of incoming manually and uploaded records
- Ongoing support of Record Retention and Expungement
- Disaster Recovery and Backup Management
- Routine Maintenance and Periodic Upgrades to hardware and software
- Ongoing VPN Support
- Monthly reporting of Issue Management, User Satisfaction, and JIS metrics

Task 2 – Project Management
- Monthly status reports & meetings with JIS Executive Committee

Task 3A – Technology Redundancy & Refresh
- Management and oversight of additional T1 installation, upgrade & integration of the web server & installation of new KVM switch

Task 3B – Additional JIS Hardware & Software
- Yearly renewal of existing T1 line
- Installation of a second T1 line for redundant/fail over access to the application to be installed by SBC
- Yearly renewal of second T1 line
- Plan for JIS application redundancy
- Upgrade of the web server
- Yearly renewal of Bridge Track Helpdesk software
- New KVM Switch
Task 4 – Caseworker Production Integration
- Business requirements gathering & documentation
- Development and/or modification of JIS to meet the integration requirements for the production version of Caseworker
- Finalization and testing the JIS application integration with Caseworker
- Technical documentation of application integration and associated functionality
- User manual documentation of application integration and associated functionality
- Online training documentation of application integration and associated functionality
- Application and database changes transitioned to production environment

Task 5 – System & User Administration Improvements
A - Improve JIS application security and user roles screens
- Business requirements gathering & documentation
- Development of new screen to create new roles within the application
- Development of new screen to create/change privileges for each role
- Testing and finalization of new screen functionality
- Technical documentation of new screen functionality
- User manual documentation of new screen functionality
- Online training documentation of new screen functionality
- Application and database changes transitioned to production environment

B - Improve application maintenance
- Business requirements gathering & documentation
- Development of new screen to control access to reports by user role
- Development of new screen to control bookmarks for the user manual
- Testing and finalization of new screen functionality
- Technical documentation of new screen functionality
- User manual documentation of new screen functionality
- Online training documentation of new screen functionality
- Application and database changes transitioned to production environment

C – Improve user access to JIS information - Read-only access to JIS per user role
- Business requirements gathering & documentation
- Development of new read-only role as a sub role for every user role within the application
- Testing and finalization of read-only functionality
- Technical documentation of read-only functionality
- User manual documentation of read-only functionality
- Online training documentation of read-only functionality
- Application and database changes transitioned to production environment

D – Creation of a user administration screen
- Business requirements gathering & documentation
- Development of new user screen allowing users the ability to set where they go to by default when accessing a profile within the application
- Testing and finalization of user administration functionality
- Technical documentation of user administration functionality
- User manual documentation of user administration functionality
- Online training documentation of user administration functionality
- Application and database changes transitioned to production environment

Task 6 – Additional Police Functionality

A - Addition of Police Departmental user queues and the ability to electronically refer filings among departments
  - Business requirements gathering & documentation
  - Development of new police user queues for various departments identified during business requirements gathering
  - Development of police admin screen to control number and title of queues (i.e. admin queue maintenance screen)
  - Testing and finalization of police departmental queues and electronic referrals, police departmental user queues, and user administration screen
  - User manual documentation of police departmental user queues & interdepartmental referrals, admin queue maintenance screen
  - Online training documentation of police departmental user queues & interdepartmental referrals, and admin queue maintenance screen
  - Move application and database changes transition to production

B - Ability for Police Department users to electronically notify intake, DA, & schools when dropping the case
  - Business requirements gathering & documentation
  - Development of new police notification form for dropping cases
  - Development of new electronic referral to submit form by police user to Intake, DA, & Schools
  - Testing and finalization of electronic notification of dropped cases
  - Technical documentation of electronic notification of dropped cases
  - User manual documentation of electronic notification of dropped cases
  - Online training documentation of electronic notification of dropped cases
  - Move application and database changes transition to production

C - Development of Offense/Arrest Supplement links from the high-level Offense Tab for each offense
  - Business requirements gathering & documentation
  - Development of new navigation from high-level offense tab to offense/arrest supplements or list (if more than one)
  - Testing and finalization of new offense/arrest supplement navigation
  - Technical documentation of new offense/arrest supplement navigation
  - User manual documentation of new offense/arrest supplement navigation
- Online training documentation of new offense/arrest supplement navigation
- Move application and database changes transition to production

Task 10 – Henry Wade Intake Functionality

A – Update Four PDF’s with Current Juvenile Department Version of the Forms
- Business requirements gathering and documentation
- Development of new fields and text to be added to the PDF forms
- Testing and finalization of revised PDF functionality
- User manual documentation of revised PDF’s
- Online training documentation of revised PDF’s
- Technical documentation of functionality
- Application and functionality changes transitioned to production environment

B – Automation of the Face Sheet
- Business requirements gathering and documentation
- Development of insert, update, and display capabilities
- Expansion of JIS database to capture additional fields populating the Face Sheet
- Finalization and testing of Face Sheet generation, including print capabilities
- User manual documentation of Face Sheet generation and printing
- Online training documentation of Face Sheet generation and printing
- Technical documentation of new functionality
- Application and database changes transitioned to production environment

C – Ability to Receive the Probation Officer Referral Report Electronically
- Business requirements gathering and documentation
- Development of electronic referral queue for receiving and processing PO referrals
- Finalization and testing of electronic referral process
- User manual documentation of receiving electronic referral
- Online training documentation of receiving electronic referral
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

Task 11 – Letot Intake Functionality

A – Addition of Four New PDF’s to Letot Tab
- Business requirements gathering and documentation
- Development of insert, update, display, and print capabilities for the new PDF’s
- Expansion of JIS database to capture additional fields populating the new forms
- Testing and finalization of new PDF functionality
- User manual documentation of new PDF’s
- Online training documentation of new PDF’s
- Technical documentation of new functionality
Application and database changes transitioned to production environment

B – JIS Training & Onboarding of Letot Staff
- Preparation & training documentation for approximately 15 Letot staff
- Two half-day training sessions

Task 12 – Victim Services/Mediation Functionality
A – Addition of Four New PDF’s to Victim Services Tab
- Business requirements gathering and documentation
- Development of insert, update, display, and print capabilities for the new PDF’s
- Expansion of JIS database to capture additional fields populating the new forms
- Testing and finalization of new PDF functionality
- User manual documentation of new PDF’s
- Online training documentation of new PDF’s
- Technical documentation of new functionality
- Application and database changes transitioned to production environment

B – Ability to Generate 3 New Reports
Business requirements gathering and documentation
Development of report menu screens and online working reports
- Testing and finalization of new report functionality
- User manual documentation of new reports
- Online training documentation of new reports
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

C – Navigation Enhancements
- Business requirements gathering and documentation
- Development of navigation improvements and enhancements when search results return only 1 record
- Finalization and testing of navigation enhancements
- User manual documentation of new navigation
- Online training documentation of new navigation
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

Task 13 – Substance Abuse Functionality
A – Ability to Receive Master Referrals Electronically by Program Type
- Business requirements gathering and documentation
- Development of 4 Program queues & 1 Admin queue to receive online referral, including print capability, based upon user role
- Finalization and testing of online referral and printing
- User manual documentation of new online referral
- Online training documentation of new online referral
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

B – JIS Training & Onboarding of Substance Abuse Staff
- Preparation & training documentation for approximately 25 Substance Abuse staff
- Four 2-hour training sessions

Task 14 – Psychological Services Functionality
A – Ability to Receive Master Referrals Electronically by Service
- Business requirements gathering and documentation
- Development of service queues to receive online referral, including print capability, based upon user role
- Finalization and testing of online referral and printing
- User manual documentation of new online referral
- Online training documentation of new online referral
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

B – JIS Training & Onboarding of Psychological Services Staff
- Preparation & training documentation for approximately 15 Psychological Services staff
- Two half-day training sessions

Task 15 – Detention Functionality
- Business requirements gathering and documentation
- Development of report menu screens and online working reports - ability to generate 2 new reports
- Expansion of JIS database to capture additional fields/information required for reports
- Testing and finalization of new report functionality
- User manual documentation of new reports
- Online training documentation of new reports
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

Task 16 – Probation Functionality
A – Ability to Create Online Court Orders & Refer Electronically to Judges
- Business requirements gathering and documentation
- Development of insert, update, display, electronic referrals, and print capabilities
for 12 Probation forms
- Development of online digital signature capability for Judge’s approval/finalization
- Expansion of JIS database to capture additional fields required for PDF’s
- Finalization and testing of online document generation, including signature & print capabilities
- User manual documentation of online court documents
- Online training documentation of online court documents
- Technical documentation of new functionality
- Application and database changes transitioned to production environment

B – Ability to Separate Probation Violation & Master Referrals by District Queue
- Business requirements gathering and documentation
- Development of 13 queues & 1 Admin queue to receive/manage referrals based on District
- Finalization and testing of online referrals and printing
- User manual documentation of new online referral
- Online training documentation of new online referral
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

C – Addition of Four New PDF’s to Probation Tab for Sex Offender Information
- Business requirements gathering and documentation
- Development of insert, update, display, and print capabilities for the new PDF’s
- Expansion of JIS database to capture additional fields populating the new forms
- Testing and finalization of new PDF functionality
- User manual documentation of new PDF’s
- Online training documentation of new PDF’s
- Technical documentation of new functionality
- Application and database changes transitioned to production environment

D – Ability to Send Probation Officer Referral Report Electronically to Intake
- Business requirements gathering and documentation
- Development of insert, update, display, and print capabilities for new referral
- Expansion of JIS database to capture additional fields required for the referral
- Finalization and testing of electronic referral process
- User manual documentation of sending electronic referral
- Online training documentation of sending electronic referral
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

E – Automation of School Notification from Probation Officers
- Business requirements gathering and documentation
- Development of electronic school notification criteria and new form for existing probationers transferring from one district to another
- Finalization and testing of electronic notification process
- User manual documentation of school notification referral
- Online training documentation of school notification referral
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

Task 17 – Deferred Prosecution Functionality

A – High-level Offense View Changes
- Business requirements gathering and documentation
- Development of new columns in high-level offense view/display
- Development of new mouse over information within new and existing high-level offense view columns
- Finalization and testing of electronic notification process
- User manual documentation of new display enhancements
- Online training documentation of new display enhancements
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

B – Mediation Referral Database Expansion
- Business requirements gathering and documentation
- Development of insert, update, display, and print capabilities for new data fields
- Expansion of JIS database to capture additional fields required for the referral
- Finalization and testing of electronic referral process
- User manual documentation of sending electronic referral
- Online training documentation of sending electronic referral
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

Task 18 – Mentoring/Volunteer Functionality

A–Ability to Receive Master Referrals Electronically
- Business requirements gathering and documentation
- Development of Mentoring queue to receive online referral, including print capability, based upon user role
- Finalization and testing of online referral and printing
- User manual documentation of new online referral
- Online training documentation of new online referral
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

B–JIS Training & Onboarding of Mentoring/Volunteer Staff
- Preparation & training documentation for approximately 5 Mentoring/Volunteer staff
One half-day training session

Task 19 – Addition of Truancy & JP Courts
- Facilitation of a cross-functional user group that defines, tests, and finalizes the required Truancy/JP Courts functionality
- Detailed business requirements definition and documentation
- Truancy/JP Courts functionality defined, developed, tested and agreed upon by the cross-functional user group
- Application and functionality changes transitioned to production environment
- User, online training and technical documentation
- Development of plans for connecting and integrating the Truancy & JP Courts; includes data conversion/data mapping of historical data and a plan for the ongoing updating of the data on a routine basis.
- User training and follow-up
- Contractor will provide written confirmation from an authorized representative of each court that the truancy/JP court information has been accurately incorporated into JIS.

Task 27 – Ongoing Operations & Maintenance of JIS
- System Administration and Security
- Routine Updates of Agency Data into JIS
- Ongoing support of Agency Administration Function – Police, Municipal Courts, ISD’s
- Ongoing support of County Administration Function – District Attorney, Juvenile Department, Detention Court, District Court
- Helpdesk Management & User Satisfaction Survey
- Trouble Resolution for Helpdesk Tickets
- Change Management – Generation of change orders for out of scope issues causing new development
- Agency/User Training
- Database Performance Tuning
- Problem Resolution of Data Inconsistencies
- Weekly audits of incoming manually and uploaded records
- Ongoing support of Record Retention and Expungement
- Disaster Recovery and Backup Management
- Routine Maintenance and Periodic Upgrades to hardware and software
- Ongoing VPN Support
- Monthly reporting of Issue Management, User Satisfaction, and JIS metrics
Task 28 – JIS Hot-site Implementation with DPD

A – Meeting with DPD staff to determine technical requirements and specifications

B – Server Set-Up, Configuration, and Software Installation
- Management and oversight of additional T1 installation
- Configuration and software installation on existing server at DPD
- Installation of SQL Server 2000 on existing server at DPD
- Import current production JIS application and database to existing server at DPD
- Configuration of replication service on current JIS server
- Configuration of replication service on hot-site SQL server
- Finalization and testing of hot-site fail-over

Task 29 – Additional District Court Functionality

A – Ability to Receive, Accept/Reject, and Modify Online Court Documents
Prepared by Probation Officers (14)
- Formation & facilitation of Online Court Document User Group
- Business requirements gathering and documentation
- Creation of 3 new JIS roles: District Judge, District Judge Admin, and Court Coordinator
- Development of 3 District Court queues to receive online documents from Probation, including print capability, based on user role (304th, 305th, Detention)
- Finalization and testing of receipt of online referrals, document acceptance/rejection, and printing of documents
- User manual documentation for receipt of online documents
- Online training documentation for receipt of online documents
- Technical documentation of new functionality
- Application and functionality changes transitioned to production environment

B – Ability to Generate Online Court Orders & Judgments (Approximately 40)
- Business requirements gathering and documentation
- Automation of Court Orders and Judgments
- Development of insert, update, display, and print capabilities for the new PDF’s
- Testing and finalization of new PDF functionality
- User manual documentation of new PDF’s
- Online training documentation of new PDF’s
- Technical documentation of new functionality
- Application and database changes transitioned to production environment

C – Development of New Tab for Court Orders & Judgments
- Business requirements gathering and documentation
- Development of new tab and access based on system user roles
- Testing and finalization of tab access and security
- User manual documentation of new tab functionality
- Online training documentation of new tab functionality
- Technical documentation of new tab functionality
- Application and database changes transitioned to production environment

D – JIS Training & Onboarding of District Judge Staff
- Preparation & training documentation for District Judges & staff
- Four 2-hour training sessions – approximately 12-15 per session

Task 30 – Electronic Signature Component

A – Set-up, Configuration, and Deployment of Electronic Signature Equipment
- Installation and roll out of purchased electronic signature equipment
- Database expansion and configuration for indexing of electronic signatures
- Application modifications to integrate signatures with Orders and Judgments
- Testing and finalization of new online signature equipment

B – Ability to Electronically Sign Online Court Orders & Judgments
- Business requirements gathering and documentation
- Development of insert, update, display, and print capabilities with Online Signatures
- Integration of Online Signatures with Creation & Automation of Court Orders & Judgments
- Testing and finalization of new online signature functionality
- User manual documentation of new online signature functionality
- Online training documentation of new online signature functionality
- Technical documentation of new functionality
- Application and database changes transitioned to production environment

Task 31 – District Court/Clerk EDR Elec. Filing to DPS

A – Requirements Gathering with State DPS with EDR Representatives
- Facilitation of meeting with DPS and Intake, Deferred Prosecution, District Attorney, and District Clerk to discuss EDR requirements
- Business requirements gathering and documentation

B – Enhancements to JIS to Account for Supplemental Disposition Reporting
- Business requirements gathering and documentation
- Development of supplemental report generation functionality
- Testing and finalization of new supplemental reports functionality
- User manual documentation of new supplemental reports functionality
- Online training documentation of new supplemental reports functionality
- Technical documentation of new supplemental reports functionality
- Application and database changes transitioned to production environment

C – Development of JIS Functionality to Generate EDR
- Business requirements gathering and documentation
- Development of EDR functionality
- Testing and finalization of new EDR functionality
- User manual documentation of new EDR functionality
- Online training documentation of new EDR functionality
- Technical documentation of new EDR functionality
- Application and database transitioned to production environment

D – Design and Implementation of Reporting Path to DPS
- Testing and finalization of EDR reporting path with DPS
- Technical documentation of new EDR functionality
- EDR transitioned to production environment

Task 32 – Addition of Other Dallas County Agencies

A – Addition of other law enforcement agencies
- University of Texas at Dallas (UTD) Police
- Methodist Hospital Police
- DART Police
- Dallas County Constable Precinct 1
- Dallas County Constable Precinct 2
- Dallas County Constable Precinct 3
- Dallas County Constable Precinct 3a
- Dallas County Constable Precinct 4a
- Dallas County Constable Precinct 5
  - Establishing JIS access for each agency
  - Setting up VPN connectivity and user accounts for each agency
  - Agency training for each agency (no more than 1 half-day session per agency)

B – Addition of other educational agencies (Charter Schools – 12)
- A. W. Brown-Fellowship Charter School
- Alpha Charter School
- Dallas Advantage Charter School
- Dallas Can Academy Charter School
- Dallas Community Charter School
- DCJJ Charter School
- Gateway Charter Academy
- Life Charter School
- NOVA Charter School
- Pegasus Charter School
- Renaissance Charter School
- Texas Language Charter School
  - Establishing JIS access for each agency
  - Setting up VPN connectivity and user accounts for each agency
  - Group Agency training for school agencies (no more than 5 group sessions)

Task 33– Additional Functionality for Existing Users

Development of Additional JIS Enhancements & Functionality as Approved by JIS Executive Committee
- Business requirements gathering and documentation
- Application development and database changes for new functionality
- Testing and finalization of new functionality
- User manual documentation of new functionality
- Online training documentation of new functionality
- Technical documentation of new functionality
- Application and database changes transitioned to production environment
MEMORANDUM

Date: May 10, 2004

To: Dallas County Commissioners Court

From: Michael K. Griffiths, Director

Subject: Drug Court Grant Application

Background of Issue

The Juvenile Department, through funding it receives from the Criminal Justice Division (CJD) of the Office of the Governor, State of Texas has operated a Juvenile Drug Court since FY 2002. This funding was issued under a three year grant reduction formula, and FY 2004 is the last year of funding. The Juvenile Department also operates a second Drug Court program that is funded by the U.S. Department of Justice’s Office of Justice Programs (OJP). The Commissioners Court approved the acceptance of this award through Court Order No. 2003-2090, on November 11, 2003. Our original plan was to transition the employees from the CJD grant to the OJP funded Drug Court Program at the end of FY 2004. However, CJD recently issued a grant application for funding a similar Drug Court program under the Juvenile Justice and Delinquency Prevention (JJDP) Act Fund. The Juvenile department is proposing to apply for the JJDP funds and utilize these funds to enhance and expand the scope of its federally funded Drug Court program. Employees from the CJD grant will be moved to the OJP grant and in addition two counselor positions will be added if CJD funding is awarded.

Operational Impact

The Drug Court Program will provide 6 months of intensive judicial intervention and supervision of juveniles and families involved in substance abuse. The program is designed to promote abstinence and alter behavior with a combination of incentives, escalating sanctions, mandatory drug testing, treatment, and aftercare programs. The drug court requires the participation of youth and family in treatment, where treatment providers can effectively focus on developing a therapeutic relationship.

Fiscal Impact

Funding in the amount of $322,000 is available through the Juvenile Justice and Delinquency Prevention Act Fund. Prior year funding under this grant has averaged approximately one hundred thousand dollars per program per year. There is no cash match requirement for this grant, and therefore no additional funding will be necessary from the County’s general fund.
Legal Impact

The signature of the Dallas County Judge is required on the grant application. CJD also requires that the Court Order authorizing the application include language confirming that Dallas County is responsible for the grant funds and that, in the event of the loss or misuse of the grant funds, Dallas County will return all funds to CJD in full. This assurance is standard for all CJD grants.

Performance Measures

The Drug Court grant application will include the following performance measures:

- Less than 10% of the youth enrolled in the program will be re-referred to the Department for a drug or alcohol related offense within 6 months of exit from the program.
- At least 65% of youth enrolled will successfully complete the program.
- Less than 4% of the youth will be committed to the Texas Youth Commission.

Project Schedule/Implementation

The Juvenile Drug Court program currently being funded by OJP has been in operation since February 2004. The CJD award which will be used to enhance this current program will be effective September 1, 2004 through August 31, 2005.

M/WBE Information

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

Recommendation

It is recommended that the Dallas County Commissioners Court approve the application for funding the enhancement of the Drug Court Program issued under the Juvenile Justice and Delinquency Prevention Act Fund by CJD, and authorize the Dallas County Judge to sign the application documents on behalf of Dallas County.

Recommended by:

Michael K. Griffiths, Director

2600 Lone Star Drive, Box 5   Dallas, Texas 75212   (214) 698-2200
GRANT APPLICATION
CERTIFICATION FORM

Applicants must complete and submit this form before they will receive state and/or federal funds. Recipients of state and/or federal funds must read, agree, fully understand and comply with the requirements listed within in each form of this Grant Application Kit as detailed below.

PART I: CERTIFICATIONS
The grant applicant must:
1. SELECT ‘Certify’ or ‘Unable to Certify’ for each document that has been certified as true and correct by the Authorized Official.
2. If you SELECTED ‘Unable to Certify’:
   a) a brief explanation must be given why the document cannot be certified at the time the grant application kit is submitted to CJD; and
   b) a date must be ENTERED that notifies CJD when your organization anticipates that the Authorized Official will be able to certify and submit the document to CJD.

<table>
<thead>
<tr>
<th>Description of Document</th>
<th>“I Certify”</th>
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<th>Explanation (ex: Incomplete, Not Applicable, etc.)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Determine Eligibility Form *</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drug Court Project Narrative &amp; Summary Form</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comprehensive Certification and Assurances – State Funds Form</td>
<td>☒</td>
<td></td>
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<td></td>
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<tr>
<td>Cooperative Working Agreement / Purpose and Participant Form</td>
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<tr>
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<tr>
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<tr>
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* Critical: The grant applicant must complete the Determine Eligibility Form in its entirety and submit to CJD with the grant application kit. If any portion of the form is left incomplete and the Authorized Official is unable to certify and/or submit the form, your project will be considered ineligible and will not be reviewed by CJD.

PART II: ATTACH RESOLUTION FORM
The Resolution from the governing body must be submitted by facsimile along with the Grant Application Certification Form to CJD. Please indicate the status of this document below:

1. a) Is the Resolution Form attached to the certification form? ☒ Yes ☐ No
   b) If you selected ‘No’, PROVIDE a brief explanation for the delay and the date that your organization anticipates submission to CJD: ____________

PART III: SIGNATURE
The organization’s Authorized Official hereby assures and certifies their authorization for the submission of this grant application kit in its entirety to the Office of the Governor, Criminal Justice Division.

Dallas County Juvenile Department
Applicant’s Organization

Drug Court Enhancement Program
Project Title

Margaret Kelliher - County Judge
Name and Title of the Authorized Official

Signature of the Authorized Official
Effective Date
GRANT APPLICATION CERTIFICATION FORM

Applicants must complete and submit this form before they will receive state and/or federal funds. Recipients of state and/or federal funds must read, agree, fully understand and comply with the requirements listed within each form of this Grant Application Kit as detailed below.

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<td></td>
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<td></td>
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<td></td>
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<tr>
<td>Budget Form</td>
<td>☑</td>
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<tr>
<th>a) Is the Resolution Form attached to the certification form?</th>
<th>☑ Yes</th>
<th>☐ No</th>
</tr>
</thead>
</table>

b) If you selected No, PROVIDE a brief explanation for the delay and the date that your organization anticipates submission to CJD: Date

PART III: SIGNATURE

The organization’s Authorized Official hereby assures and certifies their authorization for the submission of this grant application kit in its entirety to the Office of the Governor, Criminal Justice Division.

Dallas County Juvenile Department
Applicant’s Organization

Drug Court Enhancement Program
Project Title

Margaret Kellher - County Judge
Name and Title of the Authorized Official

Signature of the Authorized Official
Effective Date

CJD GRANT APPLICATION KIT – PAGE 10

DRUG COURT PROGRAM

ISSUE DATE: MARCH 2004
# DETERMINE ELIGIBILITY FORM

Provide the following information about your Drug Court Program.

## PART 1: GENERAL INFORMATION

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Is your county population over 550,000?</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>2. Provide the date that your drug court was established, if applicable</td>
<td>12/31/2001</td>
<td>Date</td>
</tr>
<tr>
<td>(mm/dd/yyyy):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Is the presiding judge of your drug court an active judge holding</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>elective office or a master?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Has your project ever applied for federal drug court funding?</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>a) if you selected 'No,' SKIP to # 4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) if you selected 'Yes' AND you received federal funding, provide the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>federal agency name(s), date(s) and amount(s) of each award you received:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Agency Name</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>Department of Justice (3 year funding)</td>
<td>10/22/2003</td>
<td>$499,585.00</td>
</tr>
<tr>
<td>c) if you selected 'Yes' BUT were denied federal funding, provide the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>federal agency name(s), date(s) and amount(s) that you requested:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Agency Name</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>5. Provide drug court participant information (projects collecting fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>must consider the fees as program income and indicate the estimated</td>
<td></td>
<td></td>
</tr>
<tr>
<td>amount when preparing your grant budget under a later section of this</td>
<td></td>
<td></td>
</tr>
<tr>
<td>application kit):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) On the average, how many participants are served in a year?</td>
<td></td>
<td>120 Number</td>
</tr>
<tr>
<td>b) Does your drug court collect fees from participants?</td>
<td>☒</td>
<td>No</td>
</tr>
<tr>
<td>1. If you selected 'No,' SKIP to Part 2: Essential Characteristics.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. If you selected 'Yes,' how are these fees collected? Enter your</td>
<td></td>
<td></td>
</tr>
<tr>
<td>explanation below:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## PART 2: ESSENTIAL CHARACTERISTICS

Indicate below, in 60 words or less for each item listed (# 2.1 - # 2.10), how your project addresses the following essential characteristics of drug courts. *(Note: The boxes will expand as you type):*

### 2.1

The integration of alcohol and other drug treatment services in the processing of cases in the judicial system.

The drug court services youth who are referred to the juvenile department for alcohol and other drug related offenses. Additionally the Substance abuse services cover tobacco use. Our coordinated response to juveniles dependent on alcohol, tobacco, and other drugs is purposed to guide and treat youth to live a drug-free lifestyle.

### 2.2

The use of non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.
The District Attorney's Office and the Public Defender's Office have designees on the Drug Court Team. They participated in the design, screening, eligibility, case processing and policies and procedures.

2.3 Early identification and prompt placement of eligible participants in the program.

All children referred to the Juvenile Department either in person or on paper are immediately processed by the Intake Screening Unit. The Intake Screening Unit matches the child's offense against established written criteria and forwards the case to the Drug Court Coordinator, who promptly advises youth and family about program requirements and merits of participation.

2.4 Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services.

The Juvenile Department has a licensed Substance Abuse Unit providing a continuum of care: Education, Intervention and Treatment. The Drug Court Team also considers co-occurring problems, such as medical, employment, HIV and STDs, homelessness, and educational deficits, and make appropriate community referrals.

2.5 Monitoring of abstinence through weekly alcohol and other drug testing.

Substance use testing is conducted twice a week. The department uses instant tests and a contracted laboratory. Testing becomes less frequent as the youth advances through the phases.

2.6 A coordinated strategy to govern program responses to participants' compliance.

Both sanctions and incentives are used. Incentives include extension of curfew, less frequent contact (hearings, UA, reporting); and reduction of community service hours, diversion from detention, etc. The sanctions are recommended on a matrix, by the case manager to the drug court team and imposed the drug court judge.

2.7 Ongoing judicial interaction with program participants.

The Drug Court Judge provides an orientation for all new participants. The Judge is the central figure in the team approach; and sees the youth and family, in court on a weekly basis. As the child progresses through phases, less frequent court reviews are warranted.

2.8 Monitoring and evaluation of program goals and effectiveness.

Under federal funding, the department has contracted with Professor Fass, at the University of Texas-Dallas to conduct a process and outcome evaluation of the Drug Court Program. Dr. Fass has established a management and monitoring system to provide timely and accurate information about program operations to the Drug Court Coordinator to keep the program on course.

2.9 Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Members of the drug court team have participated in education and training relative to the drug court program. More training becomes available in the year. Funding is available for drug court training. It is believed that interdisciplinary training expose Juvenile Justice officials to treatment issues and treatment staff to Juvenile Justice issues.

2.10 Development of partnerships with public agencies and community organizations.

The Juvenile Department has established a variety of relationships in the community: Child and Family Guidance Center for divorced families, Texas Workforce for employment; GED testing and funding, STARS, Parkland County Hospital, Public Transportation, NorthSTAR.
**PART 3: JUVENILE DRUG COURTS**

1. If your grant project will support a juvenile drug court, CHECK one or more of the priority needs that apply to your drug court project, and describe how your project will address those needs:

<table>
<thead>
<tr>
<th>Priority Need</th>
<th>Description of how project meets need(s).</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Family</td>
<td></td>
</tr>
<tr>
<td>☑ Early Intervention &amp; Prevention</td>
<td>Immediately after being detained, eligible participants are promptly advised about program requirements and merits of participation. If accepted, participants are diverted from the traditional juvenile court process in exchange for participating in the drug court program with alcohol and other drug treatment services.</td>
</tr>
<tr>
<td>Safe Environment</td>
<td></td>
</tr>
<tr>
<td>Schools/Education</td>
<td></td>
</tr>
<tr>
<td>Juvenile Justice Policies, Procedures &amp; Facilities</td>
<td></td>
</tr>
</tbody>
</table>

2. How does your project address Disproportionate Minority Contact with the juvenile justice system? Enter your explanation below: Go to [http://www.governor.state.tx.us/divisions/cjd/grants/files/DMR_Requirement_Guidelines.pdf](http://www.governor.state.tx.us/divisions/cjd/grants/files/DMR_Requirement_Guidelines.pdf) for more information on this topic (Note: All juvenile court projects MUST answer).

Staff of the department are required to attend Cultural Sensitivity Training every two years. The Ethnicity of the staff is compatible with overall juvenile referral population, and includes culturally diverse staff. The Texas Family Code requires the department to work with all youth between the ages of ten (10) to seventeen (17).

3. a) Do you operate a secure juvenile detention or correctional facility? [ ] Yes [ ] No

   1. If you selected ‘Yes,’ GO TO # 3b.

   2. If you selected ‘No,’ SKIP to Step 2: Drug Courts Project Narrative & Summary Form.

   b) Does your project comply with theJuvenile Justice and Delinquency Prevention Act of 2002 as described at [http://www.ojjdp.ncjrs.org/about/ojjdpact2002.html](http://www.ojjdp.ncjrs.org/about/ojjdpact2002.html)?

      [ ] Yes [ ] No

   1) If you selected ‘Yes,’ SKIP to Step 2: Drug Courts Project Narrative & Summary Form.

   2) If you selected ‘No,’ GO TO # 3c.

   c) If you selected ‘No’ to # 3b, have you previously submitted to CJD an acceptable plan and timetable for eliminating the non-compliance?

      [ ] Yes [ ] No

---

**Dallas County Juvenile Department**

Applicant's Organization

**Drug Court Enhancement Program**

Project Title

**Margaret Keliher**

Name of the Authorized Official

**County Judge**

Title of the Authorized Official

5/12/2004

Date
DRUG COURTS PROJECT
NARRATIVE & SUMMARY
FORM

PART 1: PROBLEM STATEMENT AND DATA

1.1 Problem Statement

Drug and alcohol offenses are the most common crime in nearly every community. More than 45% of all juveniles brought to Dallas County Detention Center test positive for illegal drugs. (Dallas County Juvenile Department 2003 Annual Report) 879 youth were referred to the Juvenile Department for drug offences.

1.2 Supporting Data

In Fiscal year 2003, a total of 3,793 were urinated screened in Detention. Of those, 1,748 tested positive. Additionally, there were 1,596 chemical assessments completed in Detention and the District Field Offices. Of those, 1,445 were assessed as needing drug treatment and intervention. (Juvenile Department Annual Report 2003)

1.3 *Optional – Additional Supporting Data may be inserted between the dotted lines shown below (area will expand as you insert graphics).

1.4 What other financial support for this project does the county expect to receive from the following sources during the project period? (EXPLAIN below):

<table>
<thead>
<tr>
<th>Source of Financial Support</th>
<th>Total Estimated Amount of Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Federal Funds: OJP – 1 year</td>
<td>$207,932.00</td>
</tr>
<tr>
<td>b) State Funds (excluding this request):</td>
<td></td>
</tr>
<tr>
<td>c) Local Government Funds:</td>
<td></td>
</tr>
<tr>
<td>d) Private Funds:</td>
<td></td>
</tr>
<tr>
<td>e) Program Income:</td>
<td></td>
</tr>
<tr>
<td>f) Other (please IDENTIFY):</td>
<td></td>
</tr>
</tbody>
</table>

PART 2: GOAL STATEMENT

The goal of the Drug Court Enhancement Program is to reduce drug use and associate delinquent behavior by engaging and retaining drug involved juveniles in programmatic substance abuse services; and to concentrate drug case expertise into a single court room.
PART 3: TARGET GROUP

a) Geographic Area: Dallas County
b) Target Audience: Children who have allegedly committed a delinquent offense or classified as children in need of supervision. Specifically, drug and alcohol offenders.
c) Gender: Male and Female
d) Age: 10-17
e) Juvenile Population by Race/Ethnicity:
   1. African-American 27%
   2. Anglo 31%
   3. Asian 1%
   4. Hispanic 40%
   5. Other (please SPECIFY): American Indian & Other 1%

PART 4: PROJECT ACTIVITIES

4.1 Project activities may include, but are not limited to the following: (CHECK all activities that apply to your project).

- Accountability-Based Programs
- Interagency Case Coordination or Multi-Disciplinary Teams
- Community Service Restitution
- Counseling/Support Services
- Courts
- Diversion Programs
- DWI
- Information Systems
- Education, Employment Services, or Vocational Training
- Interagency Networking
- Professional Therapy and/or Peer Counseling
- Substance Abuse Treatment
- Other (Please SPECIFY) below:

4.2 DESCRIBE the activities or services your project provides as selected in 4.1.

The Dallas County Juvenile initiated a Drug Court Diversion Program that provides intensive judicial intervention and supervision of juveniles and families involved in substance abuse that is not generally available through the traditional juvenile court process. The Drug Court Diversion Program consist of the following:

Immediate Intervention by the court and continuous supervision of the progress of the juvenile and his/her family by the judge including weekly status hearings before the drug court judge;

Immediate response by the court to the needs of the child and his/her family and to non-compliance by either child or the family with the court's program conditions.

Judicial oversight and coordination of the treatment and other support services provided to promote accountability and reduce duplication of effort.

Judicial leadership to bring together the schools, the substance abuse resources, public health services, social services and other community based agencies to work together to achieve the drug court's goal.

The drug court specialist coordinates referrals, arrange staffing for the drug court team (the juvenile, legal counsel, parents, case manager, service providers, and the drug court judge).

The drug court specialist also troubleshoot for the judge, conducts status hearings and find incentives for participation.

The probation case managers work in partnership under the supervision of the court specialist. They have direct responsibility of the day to day case management of each client. To include, but not limited to, enhancing the monitoring of client's behavior in the home, the community and progress toward meeting service goals as well as recommendations for compliance.

The proposed enhancement will provide two in-house substance abuse professional counselors, with at least one being Spanish speaking.
Substance abuse counselor's contact, will occur with the youth, a minimum of one time per week and contact with the family a minimum of two times per month. Counselors are designated to serve only youth and their families in the drug court diversion program, and will appear in court as determined by the judge and/or drug court team.

4.3 Identify the following: (Note: these fields will expand.)

a) Describe how often this drug court meets (weekly, monthly, etc.):
   - Weekly in Phase I
   - Bi-weekly in Phase II
   - Monthly in Phase III

b) Describe any assessment or screening tools and processes used to determine who will participate in the program:
   The Substance Abuse Subtle Abuse Inventory (SASSI) is used to determine low/high probability of drug use. Subsequent to the SASSI results a chemical assessment may be conducted to determine the level of treatment. Urine screens are also administered during intake.

c) Describe the treatment method(s) used by this project:
   All substance abuse professionals in this enhancement are required to be approved by the Texas Commission of Alcohol and Drug Abuse (TCADA). The substance abuse professionals will provide individual, group and family counseling. The substance abuse professionals will detect alcohol and other drug problems and addiction; and provide services to intervene, and alter specific physical, mental, or social functions of the youth receiving care by reducing client disability or discomfort, and to ameliorate the signs or symptoms caused by alcohol and other drug problems and/or addiction.

d) Provide a brief summary of any recidivism reports, studies, or statistics relevant to your project:

4 %

PART 5: PROJECT OBJECTIVES

5.1 PROVIDE both output and outcome measures for this project:

<table>
<thead>
<tr>
<th>Output Measures – Required for All Projects</th>
<th>Current Data</th>
<th>Target Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample: Increase the number of participants by 10% during the grant period.</td>
<td>150 participants</td>
<td>165 participants</td>
</tr>
<tr>
<td>Conduct two hour group session at least once per week</td>
<td>0</td>
<td>160 participants</td>
</tr>
<tr>
<td>Individual sessions</td>
<td>0</td>
<td>400 Sessions</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Outcome Measures – Required for All Projects</th>
<th>Current Data</th>
<th>Target Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample: Percentage of participants completing the program that remained arrest-free.</td>
<td>55%</td>
<td>60%</td>
</tr>
<tr>
<td>Successful completion of designated substance abuse drug court counselors program</td>
<td>n/a</td>
<td>65%</td>
</tr>
<tr>
<td>Referred to juvenile department for a drug or alcohol related offense</td>
<td>n/a</td>
<td>&lt;10%</td>
</tr>
</tbody>
</table>

5.2 For continuation grants only, PROVIDE the following information about your current or previous year's project:

a) Is your project on schedule in accomplishing the stated objectives?  [ ] Yes  [ ] No
b) If you selected 'No', briefly DESCRIBE the major obstacles preventing your organization from successfully reaching the stated project objectives:

CJD GRANT APPLICATION KIT – PAGE 16  DRUG COURT PROGRAM  ISSUE DATE: MARCH 2004
5.3 What is your history of providing services in a cost-effective manner? If your program is new, you may not be able to show a service history; therefore, SKIP to Part 6: Project Summary.

In FY 2003, the Drug Court Diversion Program, diverted 166 youth from the traditional juvenile justice process. Many of these youth could have been detained, costing the county tax payers thousands of dollars for housing, clothing, food, health and other institutional maintenance and operational cost.

### Part 6: Project Summary

Juvenile Drug Court Enhancement Program provides intensive judicial intervention and supervision of juveniles and families involved in substance abuse that is not generally available through the traditional juvenile court process. The drug Court Judge is the central figure on a team effort that focuses on sobriety and accountability. The Drug Court Team also addresses the respondent's needs through comprehensive assessment and effective case management. Through regular staffing and status hearings, the supervising judicial official reviews the progress of each participating respondent. In calendar 2003, Dallas County Juvenile Department received 143 felony and 736 Misdemeanor Alcohol and other drug referrals. The Drug Court Program is enhanced by having designated Substance Abuse counselors that only serve children in this court. Since these drug counselors are approved by TCADA, they provide an array of services including the SASSI, chemical assessment, prevention, intervention and treatment services, designed to meet a variety of needs resulting from potential or actual substance abuse. The substance counselors are also able to give services in the home and collaborate, on school sites, with campus safe and drug free coordinators. The drug court counselors concentrate their efforts in working with one court. The drug court offers compelling choice for these referrals whose juvenile justice involvement stems from alcohol and other drug use: participation in substance abuse services.

<table>
<thead>
<tr>
<th>Dallas County Juvenile Department</th>
<th>Drug Court Enhancement Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant's Organization</td>
<td>Project Title</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Margaret Keiher</th>
<th>County Judge</th>
<th>5/12/2004</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Authorized Official</td>
<td>Title of the Authorized Official</td>
<td>Date</td>
</tr>
</tbody>
</table>

CJD GRANT APPLICATION KIT – PAGE 17

DRUG COURT PROGRAM

ISSUE DATE: MARCH 2004
COMPREHENSIVE CERTIFICATION AND ASSURANCES – STATE FUNDS

FORM

This document is a material representation of fact upon which reliance was placed by the agency awarding the grant. If it is later determined that the grantee knowingly rendered an erroneous certification, the agency may take appropriate action.

ASSURANCES

The applicant hereby assures and certifies compliance with any and all applicable statutes, regulations, policies, guidelines and requirements, including, but not limited to, the Uniform Grant Management Standards (UGMS), and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of state funds for this project. In instances where multiple requirements apply to a grantee, the more restrictive requirement applies.

1. LEGAL AUTHORITY - It possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted by or on behalf of an official body of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the personnel identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.

2. DISPLACED PERSONS - It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of federal assisted programs.

3. POLITICAL ACTIVITY - It will comply with provisions of federal law which limit certain political activities of employees of state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by federal grants. (5 USC § 1501, et seq.)

4. FAIR LABOR STANDARDS ACT - It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.

5. CONFLICT OF INTEREST - It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

6. EXAMINATION OF RECORDS - It will give the sponsoring agency, or the Office of the Governor, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

7. COMPLIANCE WITH REQUIREMENTS - It will comply with all requirements imposed by the sponsoring agency, or the Office of the Governor, concerning special requirements of law, program requirements, and other administrative requirements.

8. EPA VIOLATING FACILITIES - It will insure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities, and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

9. FLOOD INSURANCE - It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

10. HISTORIC PRESERVATION - It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC § 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1974, as amended, (16 USC § 469a-1, et seq.) by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.

11. COMPLIANCE WITH LAWS AND GUIDES - It will comply, and assure the compliance of all its sub grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable federal laws, orders, circulars, or regulations.

12. COMPLIANCE WITH CODE OF FEDERAL REGULATIONS - It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems.
Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 51, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and federal laws or regulations applicable to Federal Assistance Programs.

13. NONDISCRIMINATION -
A. It will comply with all state and federal statutes relating to nondiscrimination.
B. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, (42 USC § 3789d(l)), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
C. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Justice Programs, Office for Civil Rights.
D. It will provide an Equal Employment Opportunity Program (EEOP) if required to maintain one, where the application is for $500,000 or more.

14. COASTAL BARRIERS - It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

15. SUPPLANTING PROHIBITION - It will use funds to supplement existing funds for program activities and may not replace (supplant) non-federal funds that have been appropriated for the same purpose. The applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

16. TAXES - It will comply with all state and federal laws and are solely responsible for filing all required state and federal tax forms.

17. GRANT ADMINISTRATION - It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.

18. PUBLIC INFORMATION - It will ensure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

19. CHILD SUPPORT PAYMENTS - It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

20. SUSPECTED CHILD ABUSE - It will comply with Section 261.101 of the Texas Family Code, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees shall also ensure that all program personnel are properly trained and aware of this requirement.

21. RELATIVES - It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant will hire, retain or employ a person related by blood or marriage to any person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

22. OPEN MEETINGS - If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically excluded in the Texas Constitution.

23. HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY - If the applicant is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

24. LAW ENFORCEMENT AGENCY - If the applicant is a law enforcement agency regulated by Texas Government Code, Chapter 415, it will comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Texas Government Code, Chapter 415, or it must provide the Criminal Justice Division with a certification from the Texas Commission on Law Enforcement Officer Standards and Education stating that the agency is in the process of achieving compliance with such rules.

CERTIFICATIONS
1. The applicant certifies that it will provide a drug-free workplace by:
   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
   b. Establish a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the applicant's policy of maintaining a drug-free workplace;
      iii. any available drug counseling, rehabilitation, and employee assistance programs; and
      iv. the penalties that may be imposed upon employees for drug abuse violations.
   c. Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
      i. abide by the terms of the statement, and
ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.

e. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.

f. Taking one of the following actions with respect to any employee who is so convicted:
   i. Taking appropriate personnel action against such an employee, up to and including termination; or
   ii. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

  g. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).

If application is in excess of $100,000, I certify to the best of my knowledge and belief to the following:

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

   Check here if any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement. You must also notify the Criminal Justice Division (CJD) or your local council of governments for the "Disclosure Form to Report Lobbying".

2. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

**Audit Certification (Select the Appropriate Choice)**

I certify:

☑ The applicant agency currently expends combined state funding of $500,000 or more and, therefore, is required to submit an annual single audit by an independent auditor made in accordance with the Uniform Grant Management Standards (UGMS).

☐ The applicant agency currently expends combined state funding of less than $500,000 and, therefore, is exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. I understand, however, that CJD may require a limited scope audit as defined in OMB Circular A-133, adopted by reference in Texas Administrative Code Section 3.19 (see also UGMS State Single Audit).

**Equal Employment Opportunity Plan (EEOP) Certification (Select the Appropriate Choice)**

**Definitions:**

**Type I Entity**
Educational/medical/non-profit institution/Native American Tribe – certification required (select appropriate choice below); EEOP NOT required.

**Type II Entity**
All other recipients receiving more than $25,000, but not more the $500,000 – certification required (select the appropriate choice below); organizations must maintain EEOP on file for possible audit if the organization has more the 50 employees.

**Type III Entity**
For profit entities and state and local governments receiving $500,000 or more – certification required (select the appropriate choice below); the organization must submit an EEOP to the Office for Civil Rights (OCR) for approval.

If your organization is a Type I, II or III Entity, select one of the following:

☐ I certify this organization is a Type I Entity. This entity will comply with the prohibitions against discrimination in any program or activity (28 CFR § 42.203), is not required to maintain an Equal Employment Opportunity Plan, but will comply with equal employment opportunity program guidelines of the Department of Health and Human Services (28 CFR § 42.302).

☐ I certify this organization is a Type II Entity that employs less than 50 people. This entity will comply with the prohibitions against discrimination in any program or activity (28 CFR § 42.302), but is not required to maintain an Equal Employment Opportunity Plan (28 CFR § 42.301 et seq.).
I certify this organization is a Type II Entity that employs 50 or more people. This entity will comply with prohibitions against discrimination in any program or activity (28 CFR § 42.302), and has formulated an Equal Employment Opportunity Plan (28 CFR § 42.30 et seq.), that is on file in the office of:

**Dallas County Human Resources**

☐ I certify this organization is a Type III Entity. This entity will comply with the prohibitions against discrimination in any program or activity (28 CFR § 42.302), and has formulated an Equal Employment Opportunity Plan (28 CFR § 42.301 et seq.), that will be submitted to the Office for Civil Rights, Office of Justice Programs, Department of Justice, for approval upon award of a grant.

**DEBARTMENT CERTIFICATION (SELECT THE APPROPRIATE CHOICE)**

If this application is in excess of $25,000, I certify that:

☐ By submission of this proposal, that neither the applicant agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency; or,

☐ I am unable to certify the above statement and have attached an explanation to the application.

Applicants must complete, sign and submit this form to CJD before they will receive state and/or federal funds. Recipients of state and/or federal funds must fully understand and comply with the requirements listed for Federal and State Assurances on pages 1 and 2 of this document. Failure to comply may result in the withholding of funds, termination of the award, or other sanctions.

<table>
<thead>
<tr>
<th>Dallas County Juvenile Department</th>
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</tr>
</thead>
<tbody>
<tr>
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<td>Project Title</td>
</tr>
</tbody>
</table>

Margaret Keiher

Name of the Authorized Official

County Judge

Title of the Authorized Official

5/12/2004

Date
May 10, 2004

To: Commissioners Court

Through: Allen Clemson, Administrator

From: Chris Thompson, Director, Communications & Central Services

Subject: Dallas County PBX Telecommunications Network

Background of Issue
The Dallas County PBX telecommunications network is comprised of a variety of Nortel systems. Many of these systems and the associated voice mail systems are reaching or have reached the end of their life cycle management period. This situation was to be addressed in the FY05 budget submission; however, we were just recently advised of significant discounts which are available if certain systems are upgraded prior to June 30th.

Impact on Operations
Attached is a Telecommunications Review Document prepared by Atos Origin in conjunction with Staff. The operational impact of the current state of the County’s PBX network is covered in detail there. In short, without upgrades and replacements, significant increases in maintenance costs will be incurred, requests for additional service cannot be supported and the County cannot take advantage of cost savings offered by technological advancements.

Because of the age of our systems, no replacement parts are available through the manufacturer. These must be purchased through the secondary market. In addition to increased equipment costs, maintenance fees will also increase when current maintenance contracts expire. The voice mail maintenance contract expires September 30, 2004 and the PBX maintenance contract expires March 25, 2005. Based upon current market practice for maintaining end-of-life systems, we can expect as much as a 75% increase in maintenance costs. Further, the availability of parts could become a crucial factor should a significant problem occur. Nortel support will not be available on the majority of our systems because of the level of software being run (i.e., there is no support for software releases prior to release version 25. All but three of our ten systems run releases prior to version 25. Release versions are indicated in the attached.).

Another problem being experienced and that will become more prevalent is the inability to add new service. Since the software on our major systems is no longer supported, it cannot be expanded to add additional phones. The Frank Crowley PBX is currently maxed and the Henry Wade system is rapidly approaching its limit.

To rectify the situations described above, existing systems must be upgraded and/or replaced. Nortel is currently sponsoring promotions that apply to three of our systems. These promotions amount to almost $180,000 but they will expire on June 30th. More details are provided under Financial Considerations below.

509 Main Street     Suite 608     Dallas, Texas 75202
Financial Considerations
Costs to upgrade/replace each system is listed below. The cost to replace existing voice mail systems with a centralized system is also included.

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frank Crowley</td>
<td>$327,642</td>
</tr>
<tr>
<td>George Allen</td>
<td>523,686</td>
</tr>
<tr>
<td>Henry Wade</td>
<td>44,959</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>240,083</td>
</tr>
<tr>
<td>Harry Hines</td>
<td>76,906</td>
</tr>
<tr>
<td>North Dallas Government Center</td>
<td>12,179</td>
</tr>
<tr>
<td>Youth Village</td>
<td>11,620</td>
</tr>
<tr>
<td>Bill Decker</td>
<td>85,294</td>
</tr>
<tr>
<td>Forensic Sciences</td>
<td>65,753</td>
</tr>
<tr>
<td></td>
<td>$1,388,122</td>
</tr>
<tr>
<td>Call Pilot (Voice Mail)</td>
<td>260,952</td>
</tr>
<tr>
<td></td>
<td>$1,649,074</td>
</tr>
</tbody>
</table>

Discounts are available for three of these systems:

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>DISCOUNT</th>
<th>COST AFTER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frank Crowley</td>
<td>49,146</td>
<td>278,496</td>
</tr>
<tr>
<td>George Allen</td>
<td>103,553</td>
<td>420,133</td>
</tr>
<tr>
<td>Forensic Sciences</td>
<td>27,000</td>
<td>38,753</td>
</tr>
<tr>
<td></td>
<td>$179,699</td>
<td>$737,382</td>
</tr>
</tbody>
</table>

In addition to the discounts, significant one-time savings and reduction in recurring costs will be realized when all upgrades are completed and voice and data reside on a single network. These include:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ONE-TIME SAVINGS</th>
<th>RECURRING SAVINGS</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Year's Maintenance Included with Equipment Purchase, Then 10% for all Subsequent Years.</td>
<td>$180,000</td>
<td></td>
</tr>
<tr>
<td>Elimination of Tie Lines</td>
<td>$36,000</td>
<td></td>
</tr>
<tr>
<td>Reduction In Trunking By Concentrating Access To Public Switch Telephone Network (DS3 Access)</td>
<td>340,000</td>
<td></td>
</tr>
<tr>
<td>Voicemail In-house Administration</td>
<td>35,000</td>
<td></td>
</tr>
<tr>
<td>Discounts listed above</td>
<td>179,699</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$359,699</td>
<td>$411,000</td>
</tr>
</tbody>
</table>

The full amount of these savings will not be realized until all upgrades are completed and voice and data combined into a single network. The exact timing for this is being addressed in the Strategic Plan being developed by Atos Origin. However, assuming all is completed in FY06, the pay back period becomes about 4.5 years. The useful life of this equipment should be 10 years or more, so that recurring savings in the amount of $411,000 annually would occur for 5.5 years following the pay back period for a total of $2,260,500.
Recommendation
Upgrade the George Allen, Frank Crowley and Forensic Sciences systems now at a cost of $752,130*, so that the discounts of $179,699 will not be lost.

The remaining upgrades/replacements will be submitted in the FY05 budget.

This recommendation has been coordinated with Atos Origin.

*Systems can be ordered through our Nortel vendor-of-record, Affiliated Telephone, from the State contract at cost plus 2%.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost</td>
<td>$737,382</td>
</tr>
<tr>
<td>2%</td>
<td>$14,748</td>
</tr>
<tr>
<td></td>
<td>$752,130</td>
</tr>
</tbody>
</table>

CT/sh

Attachments

xc: Vanessa King, Atos Origin
Dallas County
Telecommunications Review Document
Version 1.0
May 3, 2004
Contents

1. Introduction ........................................................................................................................................... 1

2. Telecom Systems (Hardware / Software) ............................................................................................. 2
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   DESIRED STATE OF TELECOM SYSTEMS WITHIN DALLAS COUNTY .................................... 4
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1. Introduction

The purpose of the Dallas County Telecommunications Review document is to provide information regarding the state of Dallas County’s existing PBX network configuration, as well as system capabilities, limitations and risks of staying at the Current State. Incorporated within this document is also a definition of the proposed Desired State of the PBX telecommunications network and recommended projects that will allow Dallas County to achieve this Desired State. Predictable benefits associated with the implementation of these projects and estimate of the overall costs are included.
2. Telecom Systems (Hardware / Software)

Current State of Telecom Systems Within Dallas County

The current framework of the Dallas County PBX telecommunications network is comprised of a variety of Nortel systems, many of which are reaching or have already reached end-of-life. The capabilities of these systems vary with regard to capacity, scalability, functionality enhancement and recoverability. Table 1, below, shows the ten County PBX sites and includes definition of system types, software release versions, and current capacity for phone and voice-mail ports. Following the table are the defined risks and limitations for staying in this current state.

Note – (TN), shown in the table below, refers to Terminal Number or port. Current software release and voice-mail system type determine the number of TNs required. TNs must be purchased for each user digital/analog device, Digi-Tone Receivers, T1s, Attendant Consoles, and Analog Trunks. As well, they can only be purchased in blocks of 100 or 500.

Table 1: PBX Sites – Current State

<table>
<thead>
<tr>
<th>Site</th>
<th>PBX</th>
<th>Software Release</th>
<th>Equipped TNs</th>
<th>Used TNs</th>
<th>Available TNs</th>
<th>Voice Mail</th>
<th>Ports/Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill Decker Correctional Center</td>
<td>NT</td>
<td>20</td>
<td>500</td>
<td>281</td>
<td>219</td>
<td>Centigram</td>
<td>8/10</td>
</tr>
<tr>
<td>Forensic Sciences</td>
<td>ST</td>
<td>20</td>
<td>800</td>
<td>182</td>
<td>618</td>
<td>Centigram</td>
<td>8/10</td>
</tr>
<tr>
<td>Frank Crowley Courts Building</td>
<td>8IC</td>
<td>22</td>
<td>2500</td>
<td>2487</td>
<td>13</td>
<td>Centigram</td>
<td>56/70</td>
</tr>
<tr>
<td>George L. Allen Sr. Courts Building</td>
<td>7IC</td>
<td>22</td>
<td>2500</td>
<td>1992</td>
<td>508</td>
<td>Centigram</td>
<td>80/90</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>8IC</td>
<td>22</td>
<td>1500</td>
<td>585</td>
<td>515</td>
<td>Centigram</td>
<td>20/30</td>
</tr>
<tr>
<td>Henry Wade Juvenile Justice Center</td>
<td>6IC</td>
<td>19</td>
<td>800</td>
<td>683</td>
<td>117</td>
<td>Centigram</td>
<td>16/30</td>
</tr>
<tr>
<td>Juvenile Center</td>
<td>NT</td>
<td>20</td>
<td>500</td>
<td>285</td>
<td>215</td>
<td>Centigram</td>
<td>8/10</td>
</tr>
<tr>
<td>North Dallas Government Center</td>
<td>11C</td>
<td>25</td>
<td>300</td>
<td>236</td>
<td>64</td>
<td>Centigram</td>
<td>4/10</td>
</tr>
<tr>
<td>RL Thornton</td>
<td>11C</td>
<td>25</td>
<td>300</td>
<td>218</td>
<td>92</td>
<td>Meridian</td>
<td>6/10</td>
</tr>
<tr>
<td>Youth Village</td>
<td>11C</td>
<td>25</td>
<td>200</td>
<td>158</td>
<td>42</td>
<td>Centigram</td>
<td>4/10</td>
</tr>
</tbody>
</table>
Risks/Limitations for Staying At Current State:

Listed below are the risks and limitations that will impact future growth of Dallas County’s telecom infrastructure and services if the Current State is not altered. Due to the age of the systems currently in place throughout the network and the lack of equivalent spare parts, the County will find it increasingly difficult to purchase support and maintenance and provide timely recovery of systems in the event of failure.

▸ No Nortel support on any systems other than software release 25
▸ No replacement parts available through the manufacturer – must purchase from secondary market
▸ High maintenance cost for end-of-life systems (current market practice is approx 75% increase of the County’s current per port price); PBX annual maintenance = $220,000.
▸ Current annual service fee cost for voice-mail system administration = $85,000
▸ Restore of current systems must rely on acquisition of parts through secondary market
▸ Sites that are running a software release older than Release 25 cannot increase the number of TNs that are currently available, thus restricting user access. The sites are:
  - Bill Decker Correctional Center
  - Forensic Sciences
  - Frank Crowley Courts Building
  - George Allen Courts Building
  - Health & Human Services
  - Henry Wade Juvenile Justice Center
  - Juvenile Center
▸ Sites that are running a software release lower than Release 25 are not available for Centralized / Networking Services
Desired State of Telecom Systems Within Dallas County

The proposed framework for the Desired State of the Dallas County PBX telecommunications network is shown in Table 2, below, and suggests standardization of Nortel systems that:

1. Provide capacity proportionate to the number of anticipated users,
2. Enable upgrade to a more current software release that allows incremental purchase of user licenses through Key Code Activation
3. Facilitate standardization to a more robust voice-mail system.

Note – (ISM), shown in the table below, refers to Incremental Software Management / User License. Software release and voice-mail system type determine the number of ISMs required. ISMs must be purchased for each user and can be purchased in smaller increments than TNs.

Table 2: PBX Sites – Desired State

<table>
<thead>
<tr>
<th>Site</th>
<th>PBX</th>
<th>Software Release</th>
<th>Equipped ISMs</th>
<th>Voice Mail</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill Decker Correctional Center</td>
<td>11C</td>
<td>3.0</td>
<td>390</td>
<td>Call Pilot</td>
<td>Sized per User</td>
</tr>
<tr>
<td>Forensic Sciences</td>
<td>11C</td>
<td>3.0</td>
<td>176</td>
<td>Call Pilot</td>
<td>Sized per User</td>
</tr>
<tr>
<td>Frank Crowley Courts Building</td>
<td>81C</td>
<td>3.0</td>
<td>2000</td>
<td>Call Pilot</td>
<td>Sized per User</td>
</tr>
<tr>
<td>George L. Allen Sr. Courts Building</td>
<td>81C</td>
<td>3.0</td>
<td>2032</td>
<td>Call Pilot</td>
<td>Sized per User</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>81C</td>
<td>3.0</td>
<td>808</td>
<td>Call Pilot</td>
<td>Sized per User</td>
</tr>
<tr>
<td>Henry Wade Juvenile Justice Center</td>
<td>61C</td>
<td>3.0</td>
<td>688</td>
<td>Call Pilot</td>
<td>Sized per User</td>
</tr>
<tr>
<td>Juvenile Center</td>
<td>11C</td>
<td>3.0</td>
<td>336</td>
<td>Call Pilot</td>
<td>Sized per User</td>
</tr>
<tr>
<td>North Dallas Government Center</td>
<td>11C</td>
<td>3.0</td>
<td>280</td>
<td>Call Pilot</td>
<td>Sized per User</td>
</tr>
<tr>
<td>RL Thornton</td>
<td>11C</td>
<td>3.0</td>
<td>232</td>
<td>Call Pilot</td>
<td>Sized per User</td>
</tr>
<tr>
<td>Youth Village</td>
<td>11C</td>
<td>3.0</td>
<td>176</td>
<td>Call Pilot</td>
<td>Sized per User</td>
</tr>
</tbody>
</table>
Related Projects and Benefits for Implementing Desired State:

The projects required to implement the Desired State, a brief description of the project and the associated benefits are shown in Table 3.

Table 3: Related Projects

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Project Description</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>REMOTE SITES PHONE</td>
<td>BCM/Option 11C Deployment will consist of installation of updated phone &amp; voice-mail systems, to include hardware &amp; software</td>
<td>➤ Options for T1 Trunking&lt;br&gt;➤ Addition of Voice-mail features&lt;br&gt;➤ Capacity for Vo IP (Voice over IP)</td>
</tr>
<tr>
<td>SYSTEM UPGRADE</td>
<td>Upgrade of PBX systems will include hardware and software updates/expansion and installation private networking software. This will provide additional features such as Vo IP functionality.</td>
<td>➤ Overall Benefits:&lt;br&gt;➤ Ease of dialing users from site to site (saves time, errors &amp; local trunking)&lt;br&gt;➤ 5 digit dialing&lt;br&gt;➤ Remove tie lines once using Gigaman&lt;br&gt;➤ Survivability for outgoing call (such as 911) in case of cable cut or C.O failure&lt;br&gt;➤ Calling party Name across the network available&lt;br&gt;➤ Trunking resources can be shared&lt;br&gt;➤ Upgrade to Succession 3.0:&lt;br&gt;➤ Keycode retrieval (more efficient, easier implementation)&lt;br&gt;➤ Additional software can be added incrementally in smaller numbers to reduce cost, vs. adding TNs in increments of 100 / 500&lt;br&gt;➤ Software sold in simplified bundles vs. individual software option&lt;br&gt;➤ No charge for TNs or ISMs for analog trunk, T1s &amp; PIRs, Data Ports&lt;br&gt;➤ IP ready (prep for Vo IP)&lt;br&gt;➤ Additional robust software allows personal call assistance w/Sim. Ring (Simultaneous ringing)</td>
</tr>
<tr>
<td>CALL PILOT DEPLOYMENT</td>
<td>New Voice-Mail Implementation at all County PBX sites.</td>
<td></td>
</tr>
<tr>
<td>------------------------</td>
<td>---------------------------------------------------</td>
<td></td>
</tr>
</tbody>
</table>

- **ISMs vs TNS:**
  - Incremental purchase & no transaction fee
  - Only purchase for users, not for trunks, etc....
  - Sim. Ring purchase incremental

- **V-mail Benefits:**
  - Forwarding / Transfer
  - Unlimited Storage (Time)
  - Call Sender
  - Call Reply
  - Single Site Maintenance
  - On-Line Help
  - One Site to Upgrade
  - Approx. 40% savings on in-house system administration (current yearly service fee of $85,000)

- **Unified Messaging:**
  - Single Device for all communications
  - Rapid retrieval of V-mail via E-mail (great for meetings, conference calls, & traveling)
  - Desktop Messaging for Fax / Voice / E-Mail
  - Reduced cost for IMACs regarding drops, total # of fax machines, toner & fax maintenance
  - Speech Recognition
3. **Tactical Roadmap to Achieve Desired State**

**Roadmap Activities:**

The projects shown in Table 4, below, will apply needed improvements to Dallas County’s Telecommunications network infrastructure. They will also provide the necessary foundation to utilize efficiencies in equipment and maintenance costs, utilize scalability of systems/services to the County’s telecom environment and put in place building blocks that will converge with the long-term strategic plan. As well, they will allow Key Code activation for efficiency of migration and feature implementation.

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Estimated Project Hardware Cost</th>
<th>Estimated Timeline</th>
<th>Estimated Cost Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remote Sites BCM Implementation:</td>
<td>$225,000.00</td>
<td>FY 2004</td>
<td>N/A</td>
</tr>
<tr>
<td>PBX Upgrades:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frank Crowley</td>
<td>$1,388,122.00</td>
<td>FY 2005</td>
<td>$180,000.00</td>
</tr>
<tr>
<td>George Allen</td>
<td></td>
<td></td>
<td>(One-time Savings: 1st year maintenance costs included with equipment purchase – 10% for all subsequent years)</td>
</tr>
<tr>
<td>Henry Wade</td>
<td></td>
<td></td>
<td>$179,699.00</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td></td>
<td></td>
<td>(One-time Savings: Equipment cost savings through Nortel upgrade initiative, if before July 1, 2004)</td>
</tr>
<tr>
<td>Juvenile Center</td>
<td></td>
<td></td>
<td>$36,000.00</td>
</tr>
<tr>
<td>North Dallas Government Center</td>
<td></td>
<td></td>
<td>(Annual Savings: 6 T1 Tie Lines and 1 4-wire E&amp;M)</td>
</tr>
<tr>
<td>Youth Village</td>
<td></td>
<td></td>
<td>$340,000.00</td>
</tr>
<tr>
<td>Decker</td>
<td></td>
<td></td>
<td>(Annual Savings of 25% on Trunk Lines)</td>
</tr>
<tr>
<td>Adult Probation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forensics</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Call Pilot Implementation:</td>
<td>$260,952.00</td>
<td>FY 2005</td>
<td>$35,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(Annual Savings: In-house systems administration vs. third-party support)</td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------</td>
<td>----------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Estimated Cost - All Projects</td>
<td>$1,874,074.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Potential One-Time Savings</td>
<td>$359,699.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Annual Savings</td>
<td>$411,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Dallas County
DALLAS COUNTY
HUMAN RESOURCES/CIVIL SERVICE

Date: May 12, 2004
To: Members of the Commissioners Court
From: Mattye Mauldin Taylor, Ph.D., Director
Subject: Policy Exception – Sheriff’s Department
Compensation for Recommended Promotion

Background
Chief Deputy Lana Porter of the Sheriff’s Department requests an exception to the Underfill Policy, Section 86-311, of the Dallas County Code. The position is the newly created position of Data Manager, job grade I, that requires a bachelor’s degree and four years of professional level experience or an equivalent of twelve (12) years of experience. The candidate has a total education/experience combination of eight years and eight months, and requires three years and four months additional education/experience to meet the minimum qualifications for the position.

In accordance with the Underfill Policy, Section 86-311, (2), the salary of the employee is determined by reducing the data manager position’s job grade (1) one grade level for each requirement not met. Since the candidate does not meet the minimum educational requirement, the job grade I position was reduced to a job grade H, at the minimum of the range. The Underfill Policy does allow a period of time (generally one year) for the candidate to meet the minimum requirements for the position, allowing some departmental discretion.

Per county policy, the candidate’s current salary (job grade 10 - $38,334) would increase to $41,183 for a 7.4% increase. The Sheriff’s Department is requesting an increase to $45,874, approximately a 19% increase. If the candidate qualified for the position, the salary would only increase to $44,496.

Impact on Operations
The department’s position is that approval of this request will allow them to hire their selected candidate and pay the candidate a salary commensurate with the level of responsibility.

Financial Impact
Paying the higher salary will increase the cost approximately $3,313.

Recommendation
The Human Resources/Civil Service Department does not recommend approval of the request to fill the position at a higher rate than $41,183 because it does not comply with the Dallas County Code regarding compensation of employees. However, the Human Resources/Civil Service Department respectfully submits this request to Commissioners Court for further consideration.

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

Attachment – E-Mail from Department

509 Main Street
Records Building
Dallas, Texas
Equal Opportunity Employer
214.653.7638

06/9/2004/Policy exception_pay_sheriff 051904.doc
From: "Ray Daberko" <rdaberko@dallascounty.org>
To: <JJackson@dallascounty.org>, <JPrice@dallascounty....>
Date: Thu, Apr 8, 2004 11:44 AM
Subject: Fwd: Application - Data Manager

Commissioners of the Civil Service Board

Please see the attached. I sent you packages last month regarding the salary grading of this position.

Dr. Taylor has approved what Bridgette Collins did here as appropriate and within County Policy. Chief Porter and I have evaluated the criteria and County rules and understand them. We take exception to what we understand the correspondence to say and at this point believe we have exhausted all available levels of resolution at the policy level and ask that you set this for a formal Civil Service hearing at the next available date.

We are aware of the criteria for underfilling and do not take exception to that. We understand all the issues as they have been presented to us. What we specifically take exception to is a Training Coordinator going from a command of zero and who liaised with commanders for training and other special assignments to the command to being a commander of the largest of the three divisions with a ZERO SALARY CHANGE. We are aware of the policy and that a 5% increase is provided for each level of promotion and are aware of the cap. All we request here, that we are apparently not getting done at the policy level, is that County policy be followed. It is not our intent, and we are aware that it is not in our interest, to embroil this issue into a running battle of wills; we need to finish this and move on with the other projects.

I made it clear that this is not a position we can fill from outside the County, the Department and the Division in the correspondence last month and will not restate here and presume they are filed at your offices. If we could fill from outside we would and move on. There is too much transitional (from mainframe to PC) computer knowledge here to facilitate completion of ongoing projects as well as get through the day to day business during the transition.

Please cause this employee’s salary to be adjusted consistent with policy to reflect the responsibilities, span and scope of control and accountability that come with the position. We will see to it that the underfill criteria are met, or, deal with it appropriately at the end of the projects and adjustment time provided. I am available to sit with you or your personal staff to make the points at your leisure tomorrow or all of next week. Daberko

CC: <AClemson@dallascounty.org>
MEMORANDUM

TO: Commissioners Court

THROUGH: Dan Savage
Assistant Administrator of Operations

FROM: Ed Bailey
Facilities / Space Planner

SUBJECT: Rationale for Same Day Briefing and Court Order for Re-Alignment of Justice of the Peace Courts 1-1 (Judge Jones), 1-2 (Judge Steele) and 1A (Judge Rose).

It is requested that the Commissioners Court accept the briefing and court on the same day for the re-alignment of Justice of the Peace Courts 1-1, 1-2 and 1A in order to obtain prior approval for recommended expenditures.
May 17, 2004

MEMORANDUM

TO: Commissioners Court

THROUGH: Dan Savage
Assistant Administrator of Operations

FROM: Ed Bailey
Facilities / Space Planner

SUBJECT: Re-Alignment of Justice of the Peace Courts 1-1 (Judge Jones), 1-2 (Judge Steele) and 1A (Judge Rose)

BACKGROUND OF ISSUE

Justice of the Peace Precinct 1-1 (Judge Jones) has agreed to be a part of the Auto-Cite Traffic Program. This will further increase the volume of public traffic that currently conduct business of the South Dallas Government Center located at 7201 South Polk Street. The facility currently houses two (2) Justice of the Peace Courts, one Truancy Court and a Constable office.

The purpose of this briefing is to present to Commissioner Court a proposal to ease the public traffic congestion.

IMPACT ON OPERATIONS/FINANCIAL

As indicated there are a total of four departments that are housed at the South Dallas Government Center. These operations generate a huge volume of public traffic on a daily basis. Many times the public must wait in hallways and on days when there are full Truancy Court dockets, they will wait outside. It is anticipated that the congestion will become move of an issue when Judge Jones begins hearing additional traffic cases as part of the Auto-Cite Program.
To ease the congestion, staff recommends the following actions:

1. Relocate Justice of the Peace 1-2 (Judge Steele) from the South Dallas Government Center (7201 South Polk) to the Lancaster Sub-Courthouse located at 107 Texas Street in Lancaster, Texas.

2. Relocate Justice of the Peace Precinct 1A (Judge Rose) into available space on a temporary basis at the Lancaster Sub-Courthouse until December 31, 2004.

Approval of this proposal offers the following:

1. Allows for the presence of a Justice of the Peace Court in an under served area and building;

2. Eases current and future public traffic congestion at the South Dallas Government Center, and;

3. Allows for banked expansion space should additional staff be required by Justice of the Peace Precinct 1-1 as a result of increased activity generated by the Auto-Cite Traffic Program in FY2005.

The cost associated with this relocation proposal for telephones, computers and moving expenses are estimated at $17,325 (see attachment A for detail). No renovation costs have been presented as a part of this proposal however renovations may be required and identified in FY2005 if necessary for increase staff and activity. The Office of Budget and Evaluation recommends funding from Fund 126 Permanent Improvement.

Should Commissioners Court concur and approve the proposal, staff is prepared to relocate the various offices on May 24, 2004.

**RECOMMENDATION**

It is recommended that the relocation proposal be approved as briefed.

Approved by:

[Signature]

Dan Savage
Assistant Administrator for Operations

600 Commerce, Suite 900
George L. Allen Sr., Courts Building Dallas, Texas 75202

(214) 653-7175
Fax(214)653-6822
## Attachment A

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephones (Cabling/Equip)</td>
<td>$2,975</td>
</tr>
<tr>
<td>Computers (Cabling/Equip)</td>
<td>$5,775</td>
</tr>
<tr>
<td>Telephones Lines</td>
<td>$1,000</td>
</tr>
<tr>
<td>Furniture Move</td>
<td>$6,000</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td><strong>$15,750</strong></td>
</tr>
<tr>
<td>10% Contingency</td>
<td>$1,575</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>$17,325</strong></td>
</tr>
</tbody>
</table>
Date: May 12, 2004

To: Commissioners Court

From: John M. Hennessey  
MIS Director

Subject: Rationale for Same Day Briefing and Court Order for  
Computer and Printer Purchase for New Civil/JP Courts System

It is requested that the Commissioners Court accept the briefing and court order on the  
same day for the computer and printer purchase for the Civil/JP Courts System to  
accelerate the acquisition and installation of the equipment as rapidly as possible so  
that the equipment can be installed and users trained prior to the move into the new  
wing of the George Allen Courts building and prior to the implementation of the Civil/JP  
Courts System.
Date: May 12, 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 computer counts and configurations recommended by the Office of Budget and Evaluation.

<table>
<thead>
<tr>
<th>Department</th>
<th>Computers</th>
<th>Microsoft Office Software</th>
<th>Network Printers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auditor</td>
<td>10 Standard</td>
<td>10 Professional</td>
<td>4</td>
</tr>
<tr>
<td>District Court Administration</td>
<td>3 Standard</td>
<td>3 Standard</td>
<td></td>
</tr>
<tr>
<td>Family Court Services</td>
<td>18 Standard</td>
<td>18 Standard</td>
<td></td>
</tr>
<tr>
<td>Child Support</td>
<td>12 Standard</td>
<td>12 Standard</td>
<td></td>
</tr>
<tr>
<td>Jury Services</td>
<td>5 Standard</td>
<td>5 Standard</td>
<td></td>
</tr>
<tr>
<td>Probate/Mental Illness Staff</td>
<td>19 Total</td>
<td>19 Standard</td>
<td></td>
</tr>
<tr>
<td></td>
<td>16 Standard</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3 Standard w/17&quot; Flat Panel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Probate/Mental Illness Judges</td>
<td>6 Enhanced w/19&quot; Flat Panel</td>
<td>6 Standard</td>
<td></td>
</tr>
<tr>
<td>Trust</td>
<td>5 Standard</td>
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411 Elm Street Dallas, Texas 75202 214-653-7327
<table>
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It is planned that each judge would have 1 computer on the bench and 1 computer in chambers. Various combinations of 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 computer costs are the current rates from the State of Texas DIR (Department of Information Resources) contract and DO NOT reflect any quantity discount from Dell. Installation costs are estimated at $75 per computer. Additional installation services, such as uninstalling a computer and redeploying it elsewhere, are extra. Cable drops are estimated at $75 per drop. Surge protectors are $42 each.

411 Elm Street  Dallas, Texas 75202  214-653-7327
Cost Summary matrix:

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<tr>
<th>Computer Configuration</th>
<th>Unit Price</th>
<th>Quantity</th>
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<td><strong>Computer Totals</strong></td>
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<td><strong>$736,625</strong></td>
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44 Network Printers          |            |          | $66,000       |
581 Surge Protectors         |            |          | $24,402       |
486 Microsoft Office Standard @ $248 each |          |          | $120,528      |
95 Microsoft Office Professional @ $307 each |          |          | $29,165       |
581 Cable Drops @ $75 each   |            |          | $43,575       |
581 Computer Installs @ $75 each |          |          | $43,575       |
581 Network licenses (Novell, Timbuktu, etc) @ $40 |          |          | $23,240       |
Printers, installation, license and software costs |          |          | **$350,485**  |

**Grand Total Computers and Installation** | **$1,087,110**

The Civil/JP courts implementation budget contains $1,530,000 for computers and $68,000 for network printers. Placing a single order for 581 computers and 44 network printers will allow the County to obtain a quantity price discount.

**Operational Impact**

The computers for the District Judges, District Clerk’s staff and District Court Administration 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 installed based on the Civil/JP project implementation schedule.

**Recommendation**

It is recommended that the Commissioners Court authorize the purchase of 581 computers, 44 network printers, related software, cable drops and installation services. Funding is available in the Major Technology Fund (Fund 195), Civil/JP Courts system project (92010) in FY2001, FY2002 and FY2003 budget years, Account 8630 (Hardware).

411 Elm Street
Dallas, Texas 75202
214-653-7327
COURT ORDER

ORDER NO.

DATE

STATE OF TEXAS

COUNTY OF DALLAS

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

WHEREAS, The Commissioners Court was briefed on May 18, 2004 concerning the purchase of
desktop computers, network printers, related software and installation services for the Civil/JP Courts
System; and

WHEREAS, The computer quantities and configurations have been reviewed by the IT Steering
Committee and the Office of Budget and Evaluation; and

WHEREAS, The purchase and installation of the desktop computers and network printers is
recommended by the MIS Director

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County
Commissioners Court authorizes the purchase of 581 Dell desktop computers and 44 network printers,
cable drops, and related software with installation services to be handled through Atos. Funding in the
amount of $1,087,110 is available from The Major Technology Fund (Fund 195), FY2001, FY2002 and
FY2003, Civil Courts Project (92010) Hardware Account (8630).

DONE IN OPEN COURT this the __________________________ day of ______________________________, 2004.

Margaret Keliher, County Judge Jim Jackson, District #1 Mike Cantrell, District #2

John Wiley Price, District #3 Kenneth A. Mayfield, District #4

Recommended by

John M Hennessey, MIS Director
Date: May 12, 2004
To: Commissioners Court
From: John M. Hennessey
MIS Director
Subject: Rationale for Same Day Briefing and Court Order for Oracle 11i Upgrade

It is requested that the Commissioners Court accept the briefing and court order on the same day for the Oracle 11i Upgrade so that the equipment can be installed, modules upgraded and users trained prior to the end of the fiscal year so that the upgraded system is in place and operational for the end-of-fiscal-year processing.
Date: May 12, 2004

To: Commissioners Court

From: John Hennessey
MIS Director

Subject: Oracle 11i Upgrade

**Background**

Commissioners Court, in Court Order 2003-1046, dated June 17, 2004, authorized an assessment of the current environment of the county's Oracle Financials system. Schlumberger (now Atos) conducted the assessment and presented the results to the IT Steering Committee. The IT Steering Committee has reviewed the scope of work to be performed and negotiated an implementation proposal and timeline with Atos that is very favorable to the County.

The scope of work to be performed in this engagement consists of the following activities:

- Installation of a new hardware/server environment that shares computing power and storage with other applications thereby leveraging/sharing other technology purchases
- Migration of the Elections payroll processing from the mainframe to the Oracle Financials system
- Upgrading the following Oracle Financials modules to release 11i
  - General Ledger
  - Accounts Payable
  - Project Costing and Project Billing
  - Grants
  - Fixed Assets
  - Cash Management
  - Payroll
- Processing of Attorney Pay sheets
- Improving the Oracle Help System
- Implementation of new Oracle modules and functionality
  - iProcurement
  - iSupplier
  - Sourcing
  - iRecruitment
  - Advanced Benefits
  - Self-Service HR

Exhibit A contains a brief description of the new Oracle modules.
Phase 1 of the project is projected to take 17 weeks and will consist of the following activities:
- Elections payroll
- Upgrade existing modules and database
- Attorney pay sheets
- Customized Help

Phase 2 of the project is projected to take 16 months and will consist of the following activities:
- Implement iProcurement, iSupplier, Contract and Sourcing modules
- Implement iRecruitment module
- Self Service HR module
- Implement Advanced Benefits module

**Financial Impact**

The major cost components of the Oracle 11i upgrade are:

- Production Servers $235,000 (details in Exhibit C)
- Development/Test Servers $ 95,000
- Disaster Recovery Servers $102,000
- Network Equipment $ 52,000
  - Total Equipment $484,000

- Oracle Database tools $ 30,000
- Oracle License fees $175,680 (details in Exhibit B)
  - Total Software $205,680

- Atos Implementation Costs
  - 11i Upgrade Phase 1 $470,984 (see Exhibit D)
  - Advanced Benefits $ 80,640
  - iProcurement Modules $155,215
  - Attorney Pay Sheets $ 48,020
  - iRecruitment $ 69,440
  - Technical Staff backfill $224,960
  - Total $1,048,812

Total cost to the County for the Oracle 11i Upgrade project is $1,738,492

Atos is also providing additional implementation services using their Value Added Services (VAS) dollars at no cost to the County. The VAS dollars, reflected at the recently negotiated reduced rates, are allocated as follows:
- Atos VAS Dollars $289,572
Recommendation

It is recommended that the Commissioners Court approve the purchase of the necessary hardware, software, and Oracle license fees with implementation services to be provided by Atos. Funding in the amount of $1,738,492 is available in The Major Technology Fund (Fund 195), FY2004, Oracle 11i Upgrade Project (92029), Professional Services Account (5590).
Brief Module Description

iProcurement – a self service requisition module that streamlines and enhances the requisition process, provides catalog management and enforces procurement rules, allows requisitioners to easily check order status, supports procurement cards for payment options, and enhances the standard requisition/purchase order process.

iRecruitment – full cycle recruiting solution, fully automates the recruiting process, supports web based job application, matching and applicant tracking, allows hiring departments to be more involved in the hiring process, job notifications sent to registered users, review, rank and refer applicants.

iSupplier – web based, secure site that allows suppliers to view purchase orders, handle routine supplier inquiries, send electronic purchase orders, register suppliers, access bids, RFPs, RFQs, RFOs, supports buyer-supplier communications

SelfService HR – employees have direct access to and can update their own information, managers have access to and can update their employees information, compensation management, absence management, manage transfers, promotions, re-grading, terminations.
<table>
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<th>Program</th>
<th>Qty</th>
<th>License Term</th>
<th>License Type</th>
<th>License Fee</th>
<th>Product Support</th>
<th>Software Updates</th>
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<td><strong>$10,080.00</strong></td>
<td><strong>$21,600.00</strong></td>
<td><strong>$31,680.00</strong></td>
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**Grand Total:**

- Total Licenses: $144,000.00
- Year 1 Net New Annual Product Support: $10,080.00
- Year 1 Net New Annual Updates Rights Support: $21,600.00
- Total Fees due as of Effective Date: $175,680.00

Quote Valid Through: May 30, 2004
## Exhibit C

#### Production Environment ####

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**Rack**

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<td>4243</td>
<td>CPU to VGA SW Attach. Cbl 7 Ft</td>
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<td>6050</td>
<td>Space Saver 2 Keyboard, US Eng</td>
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<tr>
<td>8741</td>
<td>3-Button mouse-stealth black</td>
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<tr>
<td>9911</td>
<td>Power Cord (4M) - All</td>
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**UPS**

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### Development Environment

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<td>PWR GXT135P Graphics Acceler</td>
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<td>Scsi Connector Cable</td>
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<td>1 5692-A5L</td>
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<td>1004</td>
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**Rack**

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<td>Item</td>
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<tr>
<td>7316-TF2</td>
<td>Flat Panel Color Monitor</td>
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<td>4200</td>
<td>VGA Switch (2X8) FOR M/T 7316</td>
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<td>4243</td>
<td>CPU to VGA SW Attach. Cbl 7 Ft</td>
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<td>6050</td>
<td>Space Saver 2 Keyboard, US Eng</td>
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<td>9911</td>
<td>Power Cord (4M) - All</td>
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**UPS**

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<td>9858 Powerware Power Cord</td>
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<td>Powerware UPS 6000VA Hardwired 208v In / Receptacles</td>
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<td>6098 Side panel (black) for 1.8M or 2M racks</td>
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<td>7176 Power Distribution Unit - Side Mount, Single Phase, L6-30 Connector</td>
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<td>7316-TF2 Flat Panel Color Monitor</td>
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<td>4200 VGA Switch (2X8) FOR M/T 7316</td>
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<td>4243 CPU to VGA SW Attach. Cbl 7 Ft</td>
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<td>6606 Powerware 5140 6KVA Batt. Mod</td>
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<td>9858 Powerware Power Cord</td>
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<tr>
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<td>5147155-3902-P33 UPS-PW5125-3000 2880VA/2700WA 208V Rack-Black</td>
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<td>The P33 includes: UPS accessory kit, software, 6ft input power cord terminal in NEMA 6-30P, 3ea C13 to C14, 1 ea C19 to C20, 1ea C20 to:L6-30R power jumper cables and 4 post rail kit and 5 year warranty</td>
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<td>1 UPS without Extended battery module = 15 minutes</td>
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</table>
Production/Test Server Layout #2 (SAN Strategy)

This server is only needed if Dallas County decides to implement iSupplier, iRecruitment, or any self-service modules that allows the user to access it outside the firewall.

**Server Specification**

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<th>CPU</th>
<th>Memory</th>
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Dallas County
Operational Assessment, B016
Version 1.0, 10/03

SchlumbergerSema
Proprietary and Confidential
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Hardware & Software p650

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**UPS**

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Total Production Environment

Total Development Environment

Total DR Environment
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WRONG QUANTITY - CORRECTED AS PER IBM RECOMMENDATION
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**Total Each Discounted**

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**UPS**

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**Total Each**

**Total Each Discounted**

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**Total Development Environment**
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**Rack**

| 1 | 7014-T42 | IBM RS/6000 Rack Model T42                     | 1 |
|  | 206      | Rack Content: 7028-6C4 / 4U                   | 1 |
|  | 207      | Rack Content Specify: 7029-6C3 -4U            | 2 |
|  | 6089     | Front door (Black) for 2.0M(High Perforation) racks. | 1 |
|  | 6098     | Side panel (black) for 1.8M or 2M racks       | 2 |
|  | 7176     | Power Distribution Unit - Side Mount, Single Phase, L6-30 Connector | 1 |
|  | 7316-TF2 | Flat Panel Color Monitor                    | 1 |
|  | 4200     | VGA Switch (2X8) FOR M/T 7316                | 1 |
|  | 4243     | CPU to VGA SW Attach. Cbl 7 Ft               | 3 |
|  | 6050     | Space Saver 2 Keyboard, US Eng              | 1 |
|  | 9911     | Power Cord (4M) - All                       | 1 |
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|    | Total Each Discounted                           |   |
|    | Total Qty 1                                     |   |

**UPS**

| 1 | 9910-P60 | Peripheral 1:Powerware 5140 6KVA Rack-Mount | 1 |
|  | 2915     | Powerware Power Distrib. Mod                 | 1 |
|  | 6606     | Powerware 5140 6KVA Batt. Mod               | 1 |
|  | 9858     | Powerware Power Cord                        | 1 |
|  | 5147155-3902-P33 | UPS-PW5125-3000 2880VA/2700WA 208V Rack-Black | 1 |
|    | The P33 includes: UPS accessory kit, software, 6ft input power cord terminal in NEMA 6-30P, 3ea C13 to C14, 1 ea C19 to C20, 1ea C20 to/L6-30R power jumper cables and 4 post rail kit and 5 year warranty |   |
|    | UPS without Extended battery module = 15 minutes | 1 |
|    | Total Each                                      |   |
|    | Total Each Discounted                           |   |
|    | Total Qty 1                                     |   |

**Total Production Environment**
Atos Origin

Proposal to
Dallas County
for
Oracle 11i Upgrade and Implementation of Advanced Benefits Services

March 11, 2004

Turning Client Vision into Results
Non-Disclosure

Proposals made in this document are based on Atos Origin’s understanding of Dallas County’s requirements for Oracle 11i Upgrade and Implementation of Advanced Benefits Services.

Atos Origin reserves the right to conduct a full analysis of the Dallas County’s requirements in order to verify the scope of this proposal.

All prices are subject to the terms and conditions to be agreed to between Dallas County and Atos Origin.

The information contained in this proposal is strictly confidential and must not be disclosed to any other person by Dallas County or by any of its employees without the prior written consent of Atos Origin. Similarly, the information must not be further reproduced and must only be used by Dallas County for the purpose of the evaluation of the proposal.

Dallas County is permitted to disclose the information only to those of its employees and/or professional advisors who need to have access to it. Dallas County will notify such employees and/or professional advisors of the terms of this understanding and disclose information only to the extent required for them to carry out the evaluation.

If Dallas County does not select Atos Origin to provide the selected services, all copies of the following documents must be returned immediately to Atos Origin:

- Atos Origin’s proposal titled “Proposal for Oracle 11i Upgrade and Implementation of Advanced Benefits Services.”

Please return the documents to the following address:

        Atos Origin, Inc.
        Mr. Chris Campbell
        5000 South Bowen Road
        Arlington, TX 76017

In connection with the information contained herein, no representation or warranty, expressed or implied, as to the accuracy or completeness or as to the reasonableness of any assumption which may be contained in such information is given or made. Atos Origin shall have no liability to Dallas County based on or relating to the use by Dallas County of any of this information.

Only those terms and conditions, which shall be included in one or more definitive written agreements, when executed, shall have legal effect.

For further information or clarification, please contact Mr. Chris Campbell at 817.264.8200.
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Executive Summary

Background

In 1998, faced with an aging mainframe system Dallas County decided to implement the Oracle Applications Suite using the latest technology available in software, servers, and networking.

Now, in 2004 Dallas County is considering a planned five year upgrade to the Oracle Applications and servers based on the technology available today. Advancements include:

- Increased functionality, availability and performance
- e-Commerce and e-Government standards
- World wide web and browser based applications standards
- Enhanced image storage capabilities now allows attachments within the applications
- Greater bandwidth is available to allow more users access via web browsers
- Increased performance of new generation servers
- Improved storage capacities with a storage array network

Oracle Application Upgrade Assessment

In September 2003, Atos Origin (formerly Schlumberger) completed the assessment of Dallas County's current Oracle Applications delivering:

- Functional, Operational, and Technical assessments with detailed findings, recommendations, and benefits
- Potential cost savings estimate
- Project plan and estimated cost

Background of the current production system

The current Oracle Applications were implemented in four phases with an upgrade from 10.7 to 11.03 performed as part of the third phase. The current technical environments consist of:

- Two Windows NT application servers
- One IBM database server
- The production environment is duplicated as part of Dallas County's disaster recovery site.
- Dallas County owns the Oracle software licenses necessary to complete the upgrade.
Our Services

Objectives
As a result of our work with Dallas County, Atos Origin is pleased to provide a proposal for the following services to Dallas County.

- Upgrade Dallas County's existing Oracle Application environment from Release 11.03 to Release 11i. During the upgrade process, the underlying Oracle 8i database will be upgraded to Oracle 9i. The upgrade will be completed in September 2004.
- Implement the additional Procurement modules by January 1, 2005. This schedule is based upon the product availability of Oracle 11.5.10 release.
- Implement the Oracle Advanced Benefits module by October 1, 2005 and support this module through Dallas County's open enrollment period.
- Provide Dallas County with a streamlined/automated process for entering, approving, and paying attorney paysheets through the Oracle Applications 11i suite.
- Customize the Help feature in Oracle Financials to reflect Dallas County's policies and procedures.

Scope

Upgrade of the Existing Environment
The upgrade of Dallas County's existing 11.03 environment will include the following modules:

- General Ledger (GL),
- Accounts Payable (AP),
- Accounts Receivable (AR),
- Purchasing (PO),
- Fixed Assets (FA),
- Project Billing,
- Project Costing,
- Human Resources (HR), and
- Payroll (PAY).

The upgrade will take 17 weeks to complete and will also include an upgrade of the Oracle database from version 8i to version 9i.

Assuming a project start date of March 22, 2004, Dallas County will "go live" on Oracle Financials Release 11i (11.5.9) on July 20, 2004. The following resources will be provided during the upgrade process:

- A Project Manager
- An Oracle Applications DBA experienced with performing upgrades
- A Functional Analyst to support the upgrade of the GL, AP, AR, and FA
- A Functional Analyst to support HR and Payroll
- A Functional Analyst to support Purchasing
- A Technical Analyst to convert existing functional enhancements and non-standard reports from Release 11.03 to Release 11i

Implementation of Procurement Modules

Once a stable instance of Oracle Release 11i is established, we will begin the implementation of additional modules for Procurement. We are anticipating that we will begin this implementation phase in July 2004. The modules included in this phase are iProcurement, iSupplier, Sourcing, and Procurement Contracts. Current planning calls for the implementation to be completed by March 2005. The actual schedule is subject on the availability of Oracle Release 11.5.10.

Implementation of Advanced Benefits

Oracle Advanced Benefits is a new module in Oracle Release 11i. Implementation of the module will begin in mid-April. Atos Origin will have the module ready for production on October 1, 2005. Our pricing includes support of Dallas County through the first open enrollment period.

Attorney Paysheets

Atos Origin understands Dallas County’s need to streamline the processing of Attorney paysheets. While it may be possible to utilize the majority of the functionality provided by the iExpenses module, some customization may be required. Atos Origin will provide a technical resource to make the necessary modifications to meet Dallas County’s objectives. Setup of the module will be the responsibility of the Purchasing and Financial resources involved in the Upgrade.

Customized Help

Atos Origin will provide a Change Management resource to assist Dallas County with customizing the Help feature of Oracle Financials. This resource will work with the upgrade team throughout a majority of the upgrade process.

Approach

Performing the Upgrade

An upgrade consists several hundred steps. Each step will be assigned to the resource responsible for that step. The Database Administrator performs the majority of the steps. For example, a step may be needed for the Functional HR/Payroll resource to make additions to the existing setups to support the new database structure in Release 11i. Atos Origin will perform four iterations of this upgrade process. There are two goals we will accomplish with each iteration. First, we determine what potential problems might be faced during the implementation and develop appropriate solutions for those problems. Solutions include applying patches and modifying reports and procedures to support the new database structure. Second, we determine the actual amount of time that will be
required to perform each step in the process. A log sheet is maintained throughout each iteration to track the timings of each step and identify patches that were applied.

The first iteration will take approximately three weeks. During this iteration, we will determine what patches will need to be applied to complete the upgrade. At the end of this iteration, we will have established the initial 11i development environment. This environment will be used to develop the technical plan for upgrading functional enhancements and non-standard reports. This iteration will also lay the foundation for our upgrade strategy and provide us the initial information toward making the upgrade successful.

During the second iteration, we will incorporate the changes that are necessary to maintain the existing reports and functional enhancements that Dallas County included in the Oracle 11.03 environment. This iteration is also anticipated to last three weeks. During these first two iterations, the consulting team will perform limited testing. This is to determine if additional patches will be necessary to maintain the functionality Dallas County currently enjoys in the existing Oracle 11.03 environment. This limited testing will be performed on high-level functions such as creating journal entries, entering invoices, purchase requisitions, and purchase orders, and interfacing timesheets. The resulting instance from the second iteration will closely mirror the final Oracle 11i production environment for the County and will become our test instance of the applications.

The third iteration will entail applying all that was learned during the first two iterations to develop a "gold" instance. This iteration will take approximately two weeks to complete.

At the end of this iteration, Dallas County personnel will perform system testing to identify potential problems with the upgrade. A payroll will need to be processed and balances will need to be verified. Likewise, GL balances in the gold 11i environment will need to be validated to the balances in the Oracle 11.03 environment. AP and AR entries will need to be made and transferred to the General Ledger. Purchasing activity will need to be performed and encumbrances validated. This testing period will last approximately two weeks. Consultants will be assisting Dallas County personnel throughout the testing process and be responsible for identifying and applying any necessary patches. The gold instance will be maintained as a secondary test environment and provide a "rollback" point for the upgrade process. This is necessary to prevent any loss of work that may occur as the result of an errant patch.

Once the business testing has been competed, we will begin our final "platinum" iteration of the upgrade process prior to the production cutover to Oracle 11i. The platinum iteration will take approximately one week and is essentially a dry run of the final cutover to Oracle 11i production. All information gathered from the first three iterations will be used during this iteration. The platinum iteration will be used to train Dallas County personnel prior to the Oracle 11i "go live."

At the conclusion of this iteration, Dallas County personnel will again test the system. This time, extensive business process testing will be performed. This testing is meant to ensure that Dallas County's business will be able to properly function once the cutover to Oracle Release 11i is accomplished. This testing period will last approximately three weeks and be much more detailed than the gold. Any problems that are identified during this testing will be fixed on this instance.
Training will take place on the platinum instance and should last two weeks. Atos Origin will use the “train-the trainer” approach to complete the training. While there are differences between Oracle 11.03 and Oracle 11i, our experience has shown that these differences are not as significant as moving from previous versions of Oracle Financials. Function keys are the same and navigation is quite similar. Overall, most users find Oracle 11i to be a much more user-friendly environment.

During the iterations (especially the first two), there will be sufficient time for the consultants to work with Dallas County’s staff to develop test scripts and training documentation. In addition, the consulting staff will be using templates to develop this documentation, which will facilitate rapid development of the documentation.

Cutover from the Oracle 11.03 environment to Oracle Release 11i, will occur over a weekend. Our goal will be minimize the downtime of the production environment as much as possible. Based upon our previous experience, were are anticipating that Dallas County will lose no more than two business days of production time. Assuming a start date of May 18, 2004, we are anticipating that we will bring the 11.03 production environment down on Friday, September 10, 2004. The upgrade will take place over the weekend. On Monday, July 19, 2004, Dallas County personnel will perform similar testing to the testing that occurred at the end of the gold iteration. The purpose of the testing will be to ensure that major business functions in Dallas County will not have been adversely impacted by the upgrade and Dallas County business will smoothly function. On Wednesday, September 15, 2004, the Oracle 11i environment will “go live” and become Dallas County’s Oracle environment.

Other Upgrade Issues

During the upgrade process, the following issues that were identified during the assessment and subsequent work with the County Auditor’s office will be addressed.

Fixed Assets
The current process for keeping the County compliant with GASB 34 is cumbersome. During the upgrade, AtosOrigin will work with the County to resolve the current issues with the Fixed Assets module. Resolution of the problems may include moving the County to Oracle’s solution for achieving GASB 34 compliance and moving the County to a new set of books.

Accounts Receivable
Atos Origin will work with County Staff to determine the ongoing viability of continued use of the Accounts Receivable module.

Project Costing and Projects Billing
Atos Origin will work with County Staff to determine the ongoing viability of the continued use of these modules.

Elections Payroll and Other Issues
Issues, such as uploading of renter’s assistance and implementing election worker’s payroll, will be addressed as long as there is no negative impact on the delivery of the pre-defined tasks that are schedule as part of the upgrade. Issues that cannot be addressed during the upgrade will be discussed and prioritized with the County and may
be addressed as part of Phase 2. Any additions, modifications, or deletions in the scope of Phase 2 must be approved County.

Implementing Additional

To implement additional modules (The Procurement modules, Oracle Advanced Benefits, Self Service HR, and iRecruitment) Atos Origin will use our unique ROI – Accelerated Time to Benefit solution. The solution embodies:

- Methodology – a defined, standard set of phases, activities, tasks, and deliverables
- Content – pre-defined deliverables such as configuration guides, test script, business process flows and training materials
- Delivery tools – providing effective communication about the progress of the implementation, and most importantly,
- People – experienced consultants providing hands-on validation of the system and effective knowledge transfer throughout the implementation process

Atos Origin’s ROI solution involves three distinct phases – Prepare, Design, and Deploy. During the Prepare phase, Atos Origin will conduct configuration workshops to begin the process of linking the business processes with the technology. This phase of the project will start once the “Gold” iteration of the upgrade process is completed and the consulting team has an 11i environment with which they can work. At the end of the Prepare phase, the consulting team and Dallas County’s staff will have determined the necessary configuration of the Advanced Benefits Module needed to improve the benefits management of Dallas County. It is anticipated that this phase will last approximately four weeks.

The Design phase will take what was learned during the Prepare phase and begin the setup of the modules. As part of the knowledge transfer process, Atos Origin will help Dallas County personnel perform the setups on the system. Once these setups are completed, Atos Origin will perform a conference room pilot (CRP) of the system for Dallas County. The purpose of the CRP will be to identify any issues with the original setup of the system. Issues that are identified will be addressed, and if necessary, changes to the setup will be made. Typically, small tweaks are necessary to completely satisfy the business requirements. Once these changes are completed, a second CRP will be conducted. At the conclusion of the second CRP, training materials and test scripts will be developed to complete the Design phase. This phase should last approximately eight weeks.

The final phase of the project is called the Deploy phase. Building upon the previous two phases, extensive testing of the module will be conducted. The testing will encompass all aspects of the use of the module. This testing will also include focus group testing of employees and possibly key suppliers that will use the system. These individuals should embody the different levels of user familiarization of a Web-based application. Some users should be very comfortable with working on a Web-based interface, while other users may have little or no knowledge computers. The Deploy phase should last approximately six weeks.

Our goal is meet the County’s business objectives as completely as possible without customization of the modules and within a reasonable timeframe. Atos Origin is aware
of Dallas County’s “New Look” initiative and our methodology will support this effort very well.

Elections Payroll

After further discussion with the County, Atos Origin understands that the County will be implementing Payroll for the election workers in the current 11.03 environment while the upgrade project is proceeding. Technical hours to support the County's efforts have been included in our project planning. However, our understanding is that the County will be undertaking the functional effort of this project. Atos Origin will provide some functional support for this project. All documentation, training, and testing of the Election Workers Payroll will be the responsibility of the County.

Attorney Paysheets

During the Upgrade Assessment, the Dallas County Auditor brought to our attention that the current process for paying court appointed attorneys is antiquated and painfully paperwork intensive. Atos Origin is proposing to streamline this process by setting up and using the iExpenses module to provide a Web based interface for attorneys to enter their time. Once the time is entered into the system, it will need to follow a customized workflow to assist in automating the approval process. Once the time is entered and approved, iExpenses will interface the transactions to the Accounts Payable module where it will be paid electronically to the attorney's bank account.

Atos Origin has included 440 hours of technical time in our proposal to modify workflow and produce necessary reports to support the new process. The new process will be put in place as part of the upgrade “go live.”

Customized Help

Atos Origin proposes providing a resource for 600 hours to assist Dallas County in customizing the Help features in Oracle Financials Release 11i. This resource will also be responsible to assist in the change management aspects of the project. Atos Origin proposes that Dallas County use $60,000 of Value Added Services (VAS) dollars to cover the cost of this resource.

Project Schedule

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<td>Platinum Testing</td>
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<td>Complete Platinum Code Development</td>
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<td>Perform Upgrade on Production</td>
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<td>Go Live!!</td>
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<td>Post Production Support</td>
<td>09/16/04</td>
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<td>Implementation of iPurchasing</td>
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<td>iProcurement Implementation</td>
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<td>iProcurement - Prepare</td>
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<td>iProcurement - Design</td>
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<td>Design CRP 2</td>
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<td>iProcurement - Deploy</td>
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<td>Go Live!!</td>
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<td>11/12/04</td>
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<td>ISupplier Implementation</td>
<td>07/13/04</td>
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<td>Sourcing/Contracts Implementation</td>
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<td>Implement iRecruitment/SS HR</td>
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<td>05/31/05</td>
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<td>Advanced Benefits</td>
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### Pricing Table

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<th>FTEs</th>
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<td>9.5 – 10.5</td>
<td>7160</td>
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**Total VAS Dollars**

| Project Totals                  |       |                |             |          | $1,113,424  |

**Note:** Managed Services price to support Phase 1 of the project are $224,960 and are exclusive of this pricing.
# Dallas County Oracle 11i Milestones

<table>
<thead>
<tr>
<th>Module</th>
<th>Priority</th>
<th>Issue</th>
<th>Project Phase Addressed</th>
<th>Benefits</th>
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<tr>
<td>Fixed Asset</td>
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<td>Upgrade</td>
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<tr>
<td>General Ledger</td>
<td>T-C</td>
<td>1. decentralized run/disseminate reports</td>
<td>Upgrade – Need more information on issue 2. May to be addressed as part of postproduction support. Issue 2 - also has impacts on AP and check writing</td>
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<tr>
<td></td>
<td>C-S</td>
<td>2. add special funds</td>
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<td>Projects</td>
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<td>CONSIDER REPLACE MODULE</td>
<td>Must Upgrade</td>
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<td>Receivables</td>
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<td>CONSIDER REPLACE MODULE</td>
<td>Must Upgrade</td>
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<td>Purchasing</td>
<td>C</td>
<td>*1. vendor assignment</td>
<td>Issues 2 – 6, 8, 9, 10 Upgrade</td>
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<td></td>
<td>T-S</td>
<td>*2. minority vendor</td>
<td>Issue 1 – iSupplier</td>
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<td>T-S</td>
<td>3. PO copy feature</td>
<td>Issue 7 – Sourcing/Contracts</td>
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<td></td>
<td>C</td>
<td>4. 3 way match</td>
<td>Issue 11 – Procurement</td>
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<td></td>
<td>T-C</td>
<td>5. Final close/clean up</td>
<td>Issue 12 - Post Upgrade (currently not in scope)</td>
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<td>R-T-C</td>
<td>6. purchasing tolerances</td>
<td>Issue 13 – Maybe part of Sourcing, depends on Oracle Functionality</td>
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<td>T-S-S</td>
<td>*7. track contracts</td>
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<td>T-S</td>
<td>*8. insurance by vendor</td>
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<td>R-S-T</td>
<td>9. authorize asset purchases</td>
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<td>R-T</td>
<td>10. commodity codes</td>
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<td>R-T-C-S</td>
<td>*11. iprourement</td>
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<td>T-S-C-S</td>
<td>12. P-card</td>
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<td>T_S_C</td>
<td>13. Reverse Auction</td>
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<td>* Key Items</td>
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<td>Accounts</td>
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<td>Payable</td>
<td>T-C</td>
<td>2. automated attorney paychecks</td>
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<td>S</td>
<td>3. non-recurring vendors</td>
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<td>Cash</td>
<td>T-C</td>
<td>1. bank deposit reconciliation</td>
<td>Upgrade</td>
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<td>Management</td>
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<td>2. Check writer special funds</td>
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<td>Payroll</td>
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<td>Module</td>
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<tr>
<td>HR</td>
<td>T-C</td>
<td>*1. Applicant tracking</td>
<td>1. iRecruitment</td>
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<td>2. Employee action</td>
<td>2. SS HR</td>
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<tr>
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<td>* Key Items</td>
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MEMORANDUM

TO: Commissioners Court

SUBJECT: Rationale for Same Day Briefing and Court Order Extension of Indefinite Delivery and Quantity (IDQ) Contract for Surveying Services

A Court Order corresponding to the briefing requesting approval of an extension of the existing IDQ surveying contract has been placed on the formal agenda for this week as well. This is necessary to avoid any delay in continuing the survey efforts involved in preparing the MCIP projects for construction.

Please advise if you have questions.

xc: Allen Clemson, Court Administrator
    File (IDQ 2002 Contract)

rationalesurvest-2004
DALLAS COUNTY
PUBLIC WORKS

11 May 2004

MEMORANDUM

TO: Commissioners Court

FROM: Don Holzwarth, P.E., Director

SUBJECT: Extension of Indefinite Delivery/Quantity Contract for Surveying

BACKGROUND:

A one-year indefinite delivery/quantity (IDQ) contract for surveying services with two, one-year options to extend, was in effect and would have expired on 14 May 2003. The contract was extended one year by Court Order 2003-835 dated 13 May 2003. This extension expires 13 May 2004. The service provider has performed its work during the contract in an above average manner which would warrant an extension of the contract in accordance with the contract terms.

IMPACT ON OPERATIONS:

Extension of the contract will allow for continuation of the IDQ survey process which is working well. It will eliminate the delays inherent in securing these services with a new selection process in accordance with the State-mandated two-step, qualification-based process. The provider is presently heavily involved in the second round of MCIP projects as well as other work requested by other Departments.

FINANCIAL IMPACT:

The present IDQ contract provided for a “not-to-exceed” total for all work orders of $600,000.00. Work Orders totaling 333,429.86 have been approved to date leaving $266,570.14 remaining under the original contract.

LEGAL MATTERS:

The surveyor has agreed in writing to continue the contract under its original terms as stated in Attachment A.

M/WBE INFORMATION:

Dal-Tech, Inc. is a certified M/WBE firm.
RECOMMENDATION:

It is recommended that the existing contract between Dallas County and Dal-Tech, Inc. for surveying services on an indefinite delivery and quantity basis be extended for a period of one year beginning May 14, 2004 in an amount not-to-exceed $266,570.14.

Recommended by:

[Signature]
Donald R. Holzwarth, P.E
Director

DH/jdh
attach(1): Attachment A

survconstr2004ext2.wd1
May 11, 2004

VIA FAX (214) 653-6445
Mr. Jack D. Hedge, P.E.
Dallas County Public Works
411 Elm St., 4th Floor
Dallas, Texas 75202

RE: Indefinite Delivery and Quantity of Survey Services
    Court Order #2002 912
    DTE Job 0213

Dear Jack:

In reference to your telephone call of May 11, 2004, DAL-TECH Engineering, Inc. agrees to continue the survey contract pursuant to the same conditions as contained in the subject contract. We are also aware that the unit prices for 2004 will then be applicable and that any work order which begins after May 14, 2004 will be completed at the previously established unit prices for the applicable fiscal year, as agreed in the contract.

If you have any questions, please do not hesitate to give us a call.

Sincerely,
DAL-TECH Engineering, Inc

[Signature]
Sedi A. Toumani, P.E.
SAT/dkj
DALLAS COUNTY
PUBLIC WORKS

May 5, 2004

MEMORANDUM

TO: Commissioners Court

THROUGH: Kenneth A. Mayfield, Commissioner District 4

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

SUBJECT: LEDBETTER/GRADY NIBLO ROAD MCIP 40203
(Merrifield Road to Mountain Creek Parkway)
Contract for Consultant Engineering Services

BACKGROUND

Ledbetter/Grady Niblo Road MCIP project was accepted in the second call for projects
for the Major Capital Improvement Program and is currently funded for construction in
Program Year 2006. The project is located in Road and Bridge District 4 and in the City
of Dallas. Public Works staff have followed County Policy and Procedures for the
procurement of engineering services for design of the subject project. Lina T. Ramey &
Associates, Inc., has been selected as the highest qualified firm for the subject project
through a two-step selection process required by state statute and has proposed to
perform the required services in the scope and for the fees set forth in Attachment “A”
and “B” of the attached Consultant Engineering Services Contract.

IMPACT ON SCHEDULE AND OPERATIONS

Engineering design services must begin immediately for projects to be let for
construction in Program Year 2006. Commencement of preliminary design engineering
services is the first objective to accomplish in order to commence construction by the end
of 2006.
FINANCIAL IMPACT

Lina T. Ramey & Associates, Inc., has proposed to perform the required engineering services for an amount not to exceed $146,251.00. There is sufficient money in the MCIP Program Project to fund the contract. Funds are available in Fund 196, Code 8010, FY 2002, Project 8201 for the Ledbetter/Grady Niblo Road Project.

MWBE INFORMATION

The Director of MWBE Affairs submitted his report with the first round of qualifications in the two step process. Lina T. Ramey & Associates, Inc., is a certified minority firm and has presented adequate good faith efforts for consideration.

RECOMMENDATION

It is recommended that the County Judge be authorized and directed to execute the attached contract for Consultant Engineering Services with Lina T. Ramey & Associates, Inc., in the amount of $146,251.00 to be paid from current MCIP funds located in Fund 196. If Commissioners Court is in agreement, a court order will be placed on the next formal agenda for approval.

APPROVED BY:

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

Attachments (Contract with Attachments)

Cc: Irvin S. Griffin, P.E.
DALLAS COUNTY
CONSULTANT ENGINEERING SERVICES CONTRACT

THE STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS, this Contract is made and entered into as of the day
of ______________, 2004, by and between the COUNTY OF DALLAS (hereinafter referred to as
"COUNTY") acting by and through the Commissioners Court of Dallas County, Texas, and Lina T.
Ramey & Associates, Inc., (hereinafter referred to as "CONSULTANT") with offices located at 400
North St. Paul, Suite 540, Dallas, Texas 75201.

WITNESSETH:

WHEREAS, COUNTY intends to contract with a professional engineering firm for professional
services hereinafter referred to as "SERVICES", needed for the design and construction of the
Ledbetter/Grady Niblo Road MCIP Project 40203 from Grady Niblo west of Spur 408 from Merrifield
Road to Mountain Creek Parkway Road, hereinafter referred to as the "Project"; and

WHEREAS, pursuant to the Texas Government Code Chapter 2254, the COUNTY requested
qualifications from professional Consultants willing to assist the COUNTY by providing engineering
services; and,

WHEREAS, the COUNTY has determined that CONSULTANT is the highest qualified provider of
engineering services for Phase I of the Project; and,

WHEREAS, COUNTY and CONSULTANT have agreed upon the fair and reasonable negotiated
price for the Phase I, Preliminary Design Services, to be accomplished; and,
WHEREAS, the COUNTY has determined that the services of professional Consultants are for the benefit of the COUNTY; and,

WHEREAS, COUNTY desires to contract with CONSULTANT for complete Phase I, Preliminary Engineering Services, as detailed herein; and

WHEREAS, Consultant has agreed to provide professional engineering services as provided herein and as may be mutually agreed in the future with regard to the Project.

NOW, THEREFORE, COUNTY AND CONSULTANT, in consideration of the terms, covenants and conditions herein contained, Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby agree and contract as follows:

**ARTICLE I. DEFINITIONS**

1. **BASIC SERVICES** shall mean all professional engineering services and other professional services required for Phase I, Preliminary Engineering. Such services shall include, but not be limited to, producing plan and profile sheets, drainage sheets, structure layouts, roadway cross sections with applicable standard details, estimated quantity sheets, and right of way documents as more fully detailed in Attachment A attached hereto and incorporated for all purposes herein as if reproduced word for word.

2. **SPECIAL SERVICES** shall mean those services not included in Basic Services and specifically listed in the contract, which are surveying services, surveying expenses, title research/abstracting, expert or witness preparation and testimony, preparation of exhibits and appearance at public meetings, traffic control plans, geotechnical soil analysis, fees and other costs such as American Disabilities Act requirements in plans by State of Texas, and blueprinting and other copying required in addition to the Basic Service requirements, as more fully set forth in Attachment A.

3. **PRELIMINARY DESIGN/PRELIMINARY ENGINEERING** shall mean all professional engineering services required to produce the deliverables. These include, but are not limited to mean all professional engineering services required to produce a right of way alignment study with recommendation of the most economical alignment, preliminary grade line and drainage requirements, preliminary right of way plans and documents, preliminary engineering study and report indicating clearly the potential problems and alternate solutions available. “PRELIMINARY DESIGN” and “PRELIMINARY ENGINEERING” are used interchangeably.
in this document and both have the same meaning.

1.4 PRIMARY/FINAL DESIGN shall mean all professional engineering services required to produce Phase II, Primary/Final and complete plans satisfactory for the construction of the PROJECT, as more fully detailed in Article IV, Deliverables, and Attachment D. These include, but are not limited to mean all professional engineering services required to produce all right of way documents and plans, standard details, special specifications, contract documents, cross sections and special provisions.

1.5 COST shall mean the lump sum amount paid for Basic Services and all sums paid for Special Services. County shall not be liable for any amount, penalty or damage in excess of the Cost.

1.6 COUNTY shall mean the County of Dallas, State of Texas.

1.7 COMMISSIONERS COURT shall mean the Commissioners Court of Dallas County, Texas, inclusive of the County Judge and the Commissioners of each of the four Road and Bridge Districts as elected by the people of the County of Dallas.

1.8 CONSULTANT shall mean an engineering firm that is registered as a Texas Registered Professional Consultant (P.E.) in good standing or a Texas Licensed Engineer (P.E.) in good standing with the Texas Board of Professional Engineering.

1.9 EFFECTIVE DATE shall mean the date of the signature of the last person necessary for this Contract to become effective.

1.10 PROJECT(S) shall mean the road improvement that has been included by the COUNTY in the Transportation Major Capital Improvements Program as approved by the County Commissioners Court, City of Lancaster and any applicable STAKEHOLDERS.

1.11 RIGHT OF WAY (ROW) shall mean that real property, (either existing, or required in fee and/or easement) identified by COUNTY, CITY, or other project STAKEHOLDER as necessary for the construction of the PROJECT. Such right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.

1.12 SUPPLEMENTAL AGREEMENT shall mean an agreement subsequent to this document which is entered into after formal approval of consultant and Commissioners Court to establish the contractual rights and responsibilities of the CONSULTANT and COUNTY as it relates to the PROJECT.

1.13 DIRECTOR shall mean the Director of Dallas County, Texas Public Works.

ARTICLE II. SCOPE OF SERVICES

II.1 CONSULTANT: Consultant, as an Independent Contractor and Professional Consultant in its relationship with the County, covenants and agrees to perform all professional services required to complete the Preliminary Design of County Capital Improvement Project 40203, Ledbetter/Grady Niblo Road, from Merrifield Road to Mountain Creek Parkway.
II.2 BASIC SERVICES FOR PRELIMINARY DESIGN SERVICES: The work tasks and activities to be performed and deliverables to be provided by the CONSULTANT shall be in accordance with requirements contained in this contract and as shown on Attachment A, Scope of Services, for the fees shown in Attachment B, Fee Calculation, including modifications to the Basic Services as mutually agreed to by COUNTY and CONSULTANT in accordance with the provisions of this Contract.

II.3 SPECIAL SERVICES: The Special Services listed in Attachment A, shall be provided by CONSULTANT. Said services shall not be rendered prior to written mutual agreement between CONSULTANT and COUNTY as to the service to be rendered and the cost thereof. These Special Services are not included as a part of Basic Services and shall be paid for by the COUNTY in addition to payment for Basic Services as set forth in Attachment B.

ARTICLE III. COMPENSATION

III.1 Total Services Fee: The fee to be paid to the CONSULTANT under this contract for all Phase I Preliminary Design services shall not exceed One Hundred Forty-six Thousand Two hundred Fifty-one and no/hundredths ($146,251.00) Dollars, provided however, that modifications to the Scope of Services, or other conditions defined herein may necessitate a change of fee and further provided that any additional fee is approved by the Commissioners Court in accordance with the terms of this Contract.

III.2 Phase II Basic Services Fee: The COUNTY shall pay CONSULTANT Phase II Basic Services fees in the total amount not to exceed One Hundred Thirty-five Thousand Six Hundred Fifty-five and no/hundredths ($135,655.00) Dollars. The COUNTY shall pay CONSULTANT progress payments for actual work performed no more often than monthly, based upon invoices for actual work performed for the period, provided that the work is progressing in accordance with the approved Project Schedule and Scope of Services, at an amount not to exceed 90% of the approved basic services fee. The remaining 10% shall be paid upon final acceptance by COUNTY of Preliminary Basic Services. Progress payment requests shall be accompanied by digital files through the date of payment request in a form which can be checked as to manageability. Should additional backup material be requested by the Director, CONSULTANT shall comply promptly with such request. In this regard, should the Director determine it necessary, CONSULTANT shall promptly, but in no event later than thirty (30) days from the date of notice, make all its records and books related to this Contract available to County for inspection and auditing purposes. An example of the form required for invoicing is displayed as Attachment C, Sample Invoice, incorporated herein for all purposes as if reproduced word for word.

III.3 Phase II Special Services Fee The COUNTY shall pay CONSULTANT Phase I Special Services fees in the total amount not to exceed Ten Thousand Five Hundred Ninety-six and no/hundredths ($10,596.00) Dollars provided, however, that modifications to the Scope of Services, or other conditions defined herein may necessitate a change of fee and further provided that any additional fee is approved by the Commissioners Court in accordance with the terms of this Contract. Payment for Special Services fees may be applied for after costs have been incurred, but no more frequently than monthly, based upon detailed invoices.

Ledbetter/Grady Niblo Road MCIP Project 40203 4
CONSULTANT’s invoices to COUNTY shall provide complete information and documentation to substantiate CONSULTANT’s charges and shall be in a form to be specified by Director. All payments to CONSULTANT shall be made on the basis of the invoices submitted by CONSULTANT and approved by Director. Progress payment requests shall be accompanied by digital files through the date of payment request in a form which can be checked as to manageability. Should additional backup material be requested by the Director, CONSULTANT shall comply promptly with such request. In this regard, should the Director determine it necessary, CONSULTANT shall promptly, but in no event later than thirty (30) days from the date of notice, make all its records and books related to this Contract available to County for inspection and auditing purposes. A sample invoice is provided in Attachment “C”.

III.4 Partial payments will be authorized on a percentage of actual work completed provided proper invoices with attached documentation, as required by County’s Director and the County Auditor, are submitted. of the form required for invoicing is displayed as Attachment C, Sample Invoice.

III.5 No deduction shall be made from CONSULTANT’s compensation solely on account of penalty, liquidated damages, or other sums withheld from payments to Construction Contractor.

III.6 No addition shall be made to CONSULTANT’s compensation based upon construction contract claims, or delays in construction whether paid by COUNTY or denied.

III.7 COUNTY reserves the right to correct any error that may be discovered in any invoice that may have been paid to CONSULTANT and to adjust the subsequent payments to meet the requirements of the Contract. Following approval of invoices by Director and approval by County Auditor, COUNTY will endeavor to pay CONSULTANT promptly, i.e., within thirty days of COUNTY approval of invoice. Under no circumstances shall CONSULTANT be entitled to receive interest on amounts due.

ARTICLE IV. DELIVERABLES

IV.1 Progress Schedule: Within fifteen days of receipt of the “Notice to Proceed” from the COUNTY, the CONSULTANT shall submit for approval a breakdown of the major tasks of the Phase II Primary/Final Design as a percent of the total phase. A design progress form and bar chart shall be prepared on Microsoft Project Management Software (latest version) in an approved format and updated and submitted to the COUNTY once per month. The form and bar chart shall show progress including percentage complete of the various tasks and shall be the basis for determining partial payments to the consultant. The form and bar chart must correspond to the design schedule set forth by contract.

IV.2 Phase I Preliminary Design Preparation of Plans:

IV.2.1 CONSULTANT is required to attend and actively participate in the Neighborhood Meeting and Project Walk-thru.

IV.2.2 CONSULTANT is also required to attend additional conferences that may be necessary and scheduled by the COUNTY to complete the preliminary plan preparation and review discussions for the project [a minimum of eight (8)].

IV.2.3 CONSULTANT shall meet with the City and other agencies to determine the extent of any previous plans and studies, and to obtain zoning, subdivision information, and land
use requirements. CONSULTANT shall submit to County written documentation of the results of such consultation.

**IV.2.4 CONSULTANT** shall determine the need for any environmental assessment study, U.S. Army Corps of Engineers permits, railroad permits, historical designation, U.S. Coast Guard or other required permits.

**IV.2.5 CONSULTANT** shall prepare a right-of-way (ROW) alignment study where necessary to determine the most economical location of the ROW consistent with good engineering practices and submit maps showing the proposed location of street improvements, including existing ROW, curb lines, medians and driveways. Sufficient preliminary engineering investigation and consideration must be given to the effect on adjacent properties (development), inclusive of all private or public facilities, due to the additional ROW as well as the proposed roadway improvements, including proposed curb grade, fill and cut slopes and/or retaining walls. All alignment stationing shall progress from **south to north** or **west to east**. The maps shall contain sufficient detail for presentation to County officials and/or to the public and shall be on a 24" x 36" plan sheet with a scale at 1" = 20'.

**IV.2.6 CONSULTANT** shall prepare a preliminary engineering report and preliminary plans which together will describe and detail the refinement of any features in the **Phase I** Preliminary Schematics or ROW Alignment Study for the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the County, to include the following:

- Typical sections proposed for project conditions.
- Preliminary schematic sheets showing the proposed geometric alignment of the roadway including driveways, median openings, left turn lanes, location of detour routes and all existing features. These plans shall include but not be limited to the following: the location with station and off-set distance or centerline tie of all fixed topography within the proposed right-of-way, including fences (type and height), trees, structures, utilities and other existing improvements, along with existing property corners (i.e., iron pins), etc., plotted on 24" x 36" standard size sheets with a scale of not less than 1" = 20'.
- Proposed roadway profile grades and elevations. Profiles are to include left outside top of curb (T/C), right outside T/C, left median T/C and right median T/C.
- Preliminary drainage area map (minimum scale 1" = 200'). The preliminary drainage area map shall be adequate to clearly define basic drainage structures and ROW requirements.
- Locations of existing utilities on paving plan and profile and drainage sheets. All existing utilities, including underground utilities, shall be located in the field by subsurface utility engineering if necessary, and the CONSULTANT shall ascertain from the utility companies any proposed improvements that will impact upon the project. Utility locations will be shown in plan and profile views of all phases of plans. All existing utility easements shall be located and shown on plans.
- Cross sections as required to determine impact to adjacent property and estimated volumes of excavation and embankment (minimum 50-foot intervals).
IV.3 CONSULTANT shall assist the COUNTY in developing a detailed Scope of Services for the Phase II, Primary and Final Design.

IV.4 Within ten (10) days of approval of Phase I, Preliminary Design by COUNTY, CONSULTANT shall deliver to DIRECTOR all originals, five copies and electronic files of preliminary plans. The “Dallas County Performance Evaluation of Design Consultants” and “Evaluation of Dallas County” evaluation process shall be performed at this time and repeated at the end of the contract.

IV.5 It is specifically understood and agreed that the CONSULTANT shall not authorize nor undertake any work, which work would require the payment of any fee, cost, expense or reimbursement in addition to the fee stipulated in this Contract, without having first obtained specific written authority therefor from the COUNTY. The written authorization for additional work shall be in the form of a “Modification to the Scope of Services”. Such modification shall clearly define the additional scope of services and the negotiated fee. The modification shall be approved by the CONSULTANT and recommended by the Director. The Director may approve the modification in accordance with Article XXIV Amendments, Section 5. In the event that the total amount of the modification exceeds the amount the Director is authorized to approve, or if the Director shall determine that Commissioners Court’s approval is necessary or convenient, the Director shall submit such modification to the Commissioners Court for its consideration.

IV.6 In addition to the paper/mylar copies specified above, CONSULTANT shall deliver requested work to the COUNTY in digital form which is electronically downloadable and able to be manipulated by COUNTY’s computers. These files shall include all referenced files, and cell libraries, and shall be created in compliance with TxDOT specifications in regard to level structure, line type, and line weight. Any corrupted files shall be replaced by CONSULTANT at no additional cost to County. The CONSULTANT shall provide all plats and maps to the County in digital files generated using Microstation brand computer aided drafting software, version “J”, or the release currently used by Dallas County. These files shall include all referenced files, and cell libraries, and shall be created in compliance with Texas Department of Transportation specifications in regard to level structure, line type, and line weight. In addition to these electronic files, hard copies shall be supplied or in such other formats as instructed by the County herein.

IV.7 All survey work shall be performed by the CONSULTANT using Electronic Distance Meters and Electronic Data Collectors compatible with the County's similar equipment unless other methods and equipment are approved in advance by the COUNTY. All personnel, surveying equipment, and transportation of survey personnel shall be furnished by the CONSULTANT at its sole cost, expense and liability. The CONSULTANT shall be responsible for securing property owners' permission to enter upon their property for the purpose of performing work required by this contract. The CONSULTANT shall reference all work to a system of Geographical Positioning System (GPS) points on the ground and/or to the Texas Plane Coordinate System. The CONSULTANT shall download all digital data to the COUNTY's computer equipment daily. Photocopies of all written work (e.g., field book sketches, and other hard copy materials) will be transmitted to the COUNTY as generated. When requested by the COUNTY in the applicable Contract, the daily download of digital data shall be accomplished
by use of a modulator-demodulator device (modem) over a dial-up telephone line in order to minimize cost. The CONSULTANT shall furnish all hardware and software, which is 100% compatible with COUNTY system for reception of such information, at no cost to the COUNTY. The COUNTY shall furnish one telephone line on its end at the COUNTY’s sole cost.

IV.8 CONSULTANT shall also conform to the following survey requirements:

IV.8.1 Right Of Way - All work performed under this category shall conform to the requirements of Procedures and Examples Of Right Of Way Mapping, Calculation and Property Description Preparation for Contract Surveying as currently promulgated by the Texas Department of Transportation except as otherwise provided herein or when such is inapplicable, in the sole opinion of the COUNTY. This work shall include, but not be limited to, on the ground observations and abstracting title records in sufficient depth to determine present property owners of record, researching title records of municipalities, The State of Texas, the County of Dallas and The Dallas Central Appraisal District to determine present property ownership, including easements, and property line monumentation, if any.

IV.8.2 Topographic - All work performed under this category shall be such that the COUNTY can construct a Digital Map Model of the area under consideration and shall include, but not be limited to, all access points and improvements on private properties and existing rights-of-way and vertical and horizontal locations of all public and private utilities and sufficient research of public and private utility company records to determine existing rights-of-way or easements and physical location of all existing utilities. All items of topography shall be entered into an electronic data collector using the Dallas County list of Descriptors and Descriptor Codes dated October 06, 1999, or the current version issued by Dallas County.

IV.8.3 Construction - All work performed under this category shall be as directed by the COUNTY and shall include, but not be limited to, staking centerline (CL) points, CL offset points, reference points, use of horizontal and vertical control points (bench marks) and other work normally required for construction of roads, streets, culverts, storm sewers and bridges.

IV.8.4 Boundary - All work performed in this category shall be as directed by the COUNTY and shall include, but not be limited to, preparation of plats and legal descriptions of lands to be bought or sold by the COUNTY.

IV.8.5 Miscellaneous - The CONSULTANT shall perform miscellaneous survey work as indicated in this Contract or subsequent Contract Amendment(s) to include but not be limited to staking and referencing routes and project alignments; locating and marking property corners or right-of-way lines; flagging proposed right-of-way tracts during acquisition negotiations; and installing and determining the adjusted elevation (NGVD 1927) following performance of a bench mark loop.

IV.8.6 The CONSULTANT shall provide all field work to the COUNTY in digital form which is electronically downloadable to the COUNTY’s computers using Tripod Data Systems, Inc., file transfer software Survey Link version 7.03 or the version currently used by Dallas County, supplemented by such written data as is necessary to readily use the digital data (e.g., sketches of instrument set-up points used in radial data acquisition).
In addition, all work delivered in digital form shall be accompanied by at least one printout or listing of files, with descriptive titles, or a plot of the data, as applicable. Such printouts or plats shall be constructed so as to demonstrate the usability of the digital files. Any corrupted files shall be replaced by the CONSULTANT at no additional cost to the COUNTY.

IV.8.7 Partial submittals are discouraged. CONSULTANT shall be responsible for the quality of the deliverables. CONSULTANT shall have written quality control procedures in place which have been approved by Director. CONSULTANT shall provide three (3) full size and two (2) half size copies of all plan submittals not to exceed a total of fifteen copies of each plan set per phase not including final phase submittals or partial submittals.

IV.8.8 In the event that the CONSULTANT'S team is materially changed, experiences a change in subconsultant, has a change of address or name, CONSULTANT shall provide notice of said changes to COUNTY as soon as practicable. Documentation supplied to COUNTY for CONSULTANT'S team shall remain as accurate as at time of proposal.

IV.8.9 CONSULTANT shall provide, at no expense to COUNTY, reasonable minor revisions to any phase, whether previously approved and accepted, as may be required to satisfy the scope of services established by this CONTRACT. Approval of any phase constitutes COUNTY's acceptance of the design presented. After acceptance of each phase of the Project, any revisions, additions, or modifications made at COUNTY's request which constitute a change in the Scope of Services shall be subject to additional compensation to CONSULTANT as agreed upon by COUNTY.

ARTICLE V. CONSULTANT'S SERVICES

V.1 ENGINEER'S SEAL. The CONSULTANT shall place his or her Texas professional seal of endorsement on all engineering documents and engineering data prepared under the supervision of the Engineer in the performance of this Contract.

V.2 PARTNERING. The COUNTY shall encourage participation in a partnering process that involves the COUNTY, CONSULTANT and his or her subconsultants, the Project's host City(ies), and other supporting jurisdictions and/or agencies. This partnering relationship shall begin at the Pre-Design Charrette and continue for the duration of this Contract. By engaging in partnering, the parties do not intend to and do not create a legal partnership, or additional contractual relationships, nor in any way alter the legal relationship which otherwise exists between the COUNTY and the CONSULTANT. The partnering effort shall be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives of partnering are effective and efficient contract performance and completion of the Project within budget, on schedule, in accordance with the Scope of Services, and without litigation. Participation in partnering shall be totally voluntary and all participants shall have equal status.

V.3 PERSONNEL QUALIFICATIONS. CONSULTANT warrants to the COUNTY that all services provided by CONSULTANT in the performance of this Contract shall be provided by personnel who are appropriately licensed or certified as required by law, and who are competent and qualified in their respective trades or professions. Further, CONSULTANT agrees that any
replacement of personnel on project team shall be with the express written approval of COUNTY.

V.4 QUALITY CONTROL. The CONSULTANT agrees to maintain written quality control procedures, approved by COUNTY. If a situation arises which is not addressed by the written quality control procedures, CONSULTANT shall utilize additional quality control procedures as appropriate and consistent with good engineering practices. CONSULTANT’s failure to put forth a good faith effort in quality control will be considered in the Consultant Evaluation, which may have an impact on future services.

V.5 PERFORMANCE EVALUATION OF DESIGN CONSULTANTS. Detailed in Attachment E is the regular evaluation of performance of design consultants in providing engineering services. The attached forms also provide an opportunity for the Consultant to evaluate the Dallas County performance of project management practices and procedures in Attachment F. Unsatisfactory evaluations may result in suspension from COUNTY design contracts for a designated period of time.

V.6 All plans and drawings will be prepared and submitted by CONSULTANT to COUNTY for approval on 24-inch by 36-inch drafting sheets, with all lettering processed in ink or pencil and clearly legible when the sheets are reproduced and reduced to half size. CONSULTANT may submit plans and drawings on 22-inch by 34-inch drafting sheets only with prior approval by COUNTY. All drawings are to be produced in accordance with Article IV of this Contract, and copies of electronic files will be provided to County after the completion or termination of the project.

V.7 All CONSULTANT's designs and work product under this Contract including, but not limited to, Tracings, Drawings, Estimates, Specifications, Investigations, Studies, and other Documents, completed or partially completed, shall be the property of COUNTY to be used as COUNTY desires, without restriction. Copies may be retained by CONSULTANT. CONSULTANT shall be liable to COUNTY for any loss or damage to such documents while they are in the possession of, or while being worked upon by Consultant or anyone connected with CONSULTANT, including agents, employees, consultants or subcontractors. All documents so lost or damaged shall be promptly replaced or restored by CONSULTANT without cost to County.

V.8 Upon completion of the construction of the Project, CONSULTANT shall prepare, and within thirty (30) calendar days following final inspection or written notice from the County, deliver to COUNTY the reproducible Record Drawings, Record Specifications, CAD and word processing diskettes.

ARTICLE VI. COUNTY'S RESPONSIBILITIES

VI.1 COUNTY shall designate representatives authorized to act in its behalf. All submissions shall be to the County Assistant Director of Engineering and Construction or the Project Manager responsible for the Project. Such Project Manager shall be responsible for transmission of the submission to the County Assistant Director of Engineering and Construction or Director. COUNTY shall examine documents submitted by CONSULTANT and render decisions.

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pertaining thereto promptly to avoid unreasonable delay in the orderly progress of CONSULTANT's work. CONSULTANT shall furnish County full documentation of all services performed at each Phase I milestone. Milestones shall be agreed between the parties and documented as a part of the project schedule.

Four (4) weeks shall be adequate review time for all parties. Failure to timely review any document shall not cause a damages for delay claim and CONSULTANT'S only remedy shall be an extension of time reasonable for performance. Submittals found to be incomplete shall not be counted against County's allotted time for review.

**VI.2 COUNTY shall assist CONSULTANT** with utility contacts and available COUNTY data, samples and standards.

**VI.3 CONSULTANT shall be entitled to reasonably rely** on the accuracy of the information, reports, and materials which COUNTY furnishes.

**VI.4 If COUNTY or CONSULTANT observes or otherwise becomes aware of any fault** or defect in the Project or construction of the Project, it shall give prompt written notice thereof to the other.

**ARTICLE VII. CONSULTANT'S ACCOUNT RECORDS**

Records of CONSULTANT or consultant expenses pertaining to services on the Project and records of account between COUNTY and CONSULTANT shall be kept on a generally recognized accounting basis, shall be maintained in Dallas County for a minimum of four (4) years from the termination date of this Contract and with full and immediate access allowed to authorized representatives of the COUNTY upon request for any purpose including, but not limited to, evaluating compliance with this and other provisions of this Contract. COUNTY or its authorized representative, shall have the right to make copies of any and all documents, electronic files, books, backup documents, or other items either included in the records of account or supporting such records at COUNTY'S cost.

**ARTICLE VIII. INDEPENDENT CONTRACTOR**

The CONSULTANT at all times shall be an independent contractor. The CONSULTANT shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to insure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the CONSULTANT and the COUNTY by virtue of this Contract. No provision of this Contract shall be for the benefit of any party other than the COUNTY and CONSULTANT.

**ARTICLE IX. TERMINATION. TIME OF THE ESSENCE**

**IX.1 Termination:**

**IX.1.1 County Termination**

**IX.1.1.1** If in the sole determination of COUNTY the CONSULTANT has failed
to comply with any of the terms, conditions, covenants, warranties or provisions of this contract County shall give written notice of such failure to CONSULTANT. CONSULTANT shall fully comply with all items within thirty (30) days of the date of such notice. In the event that CONSULTANT shall, in the sole determination of COUNTY, fail to cure each and every item within the thirty (30) day period, COUNTY shall have the right to immediately terminate this contract.

IX.1.1.2 County may immediately terminate this contract due to insufficient funding.

IX.1.1.3 County may terminate this Contract without cause upon seven (7) days notice.

IX.1.2 Consultant Termination
If in the sole determination of CONSULTANT the COUNTY has failed to comply with any of the terms, conditions, covenants, warranties or provisions of this contract, the CONSULTANT shall give written notice of such failure to COUNTY. In the event that COUNTY fails to cure each and every item within the thirty (30) day period, CONSULTANT shall have the right to terminate this agreement upon thirty (30) days notice to the County.

IX.2 In the event of termination by the County, Consultant shall cease all work upon receipt of notice of termination. CONSULTANT shall invoice COUNTY for all work satisfactorily completed and shall be compensated in accordance with the terms of this Contract for all work accomplished prior to the receipt of notice of termination. No amount shall be due for lost or anticipated profits. All plans, field surveys, maps, cross sections, all electronic information, and files in accordance with Article IV of this Contract, and other data, design and work related to the Project shall become the property of COUNTY in accordance with Article XI.2 upon the termination of this Contract, and shall be promptly delivered to COUNTY in a reasonably organized form without restriction on future use. Should COUNTY subsequently contract with a new Consultant for continuation of services on the Project, CONSULTANT shall cooperate in providing information and shall be released or saved harmless from any acts of negligence of others in use of said data.

IX.3 If the termination of this Contract is due to the failure of the CONSULTANT to fulfill its obligations:

- The COUNTY may take over the project and prosecute the work to completion by contract or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for any additional cost the COUNTY may incur, and

- The cost to the COUNTY of employing another firm to complete the required work, the time required to do so and other factors which affect the value to the COUNTY of the work performed to the date of default may, at the sole discretion of the COUNTY, be offset against the amount of compensation, if any, to be paid to CONSULTANT.

IX.4 Nothing contained in this Article IX shall require COUNTY to pay for any work which is unsatisfactory as determined by Director or which is not submitted in compliance with the terms...
of this Contract. COUNTY shall not be required to make any payments to CONSULTANT when CONSULTANT is in default under this Contract, nor shall this Article constitute a waiver of any right, in law or in equity, which COUNTY may have if CONSULTANT is in default, including the right to bring legal action for damages. Default shall include, but not be limited to, the failure to complete CONSULTANT'S work in accordance with the performance schedule.

IX.5 TIME OF THE ESSENCE: CONSULTANT understands and agrees that time is of the essence and that any failure of the CONSULTANT to complete the Services of this Contract within the agreed Project Schedule shall constitute material breach of this Contract. The CONSULTANT shall be fully responsible for any delay or for failures to use diligent effort in accordance with the terms of the Contract by CONSULTANT, its consultants or subconsultants, surveyors or other parties employed by CONSULTANT. Where damage is caused to the COUNTY due to the CONSULTANT’s failure to perform in these circumstances, the COUNTY may withhold, to the extent of such damage, CONSULTANT’S payments hereunder without waiver of any of the COUNTY’S additional legal rights or remedies. Neither the CONSULTANT nor the COUNTY will be responsible for delays associated with review periods by the COUNTY and/or a participating city(ies) in excess of the agreed Project Schedule.

IX.6 At the termination of the Contract, CONSULTANT shall furnish to COUNTY within ten (10) days of receipt of the notice of termination a listing of any subconsultants, all project records pertaining to outstanding obligations, or other records or information required by the Contract or requested in writing by COUNTY in either printed or electronic format or both. CONSULTANT agrees to furnish such information in an electronic form which is compatible with the COUNTY’S computer system and/or the computer system of any subsequent vendor or contractor of County selected for continuation of the services. CONSULTANT agrees to cooperate with any subsequent vendor or contractor of COUNTY and to use its best efforts to insure a transition of services without interruption or degradation of service. This provision will survive the termination of this Contract and shall be a continuing obligation until the transition of services is complete. All items listed or required in this provision shall be furnished by CONSULTANT to COUNTY without additional cost or expense to COUNTY.

ARTICLE X. SUSPENSION

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

X.2 The CONSULTANT will resume work when notified to do so by the COUNTY in a written authorization to proceed. Suspension of work does not automatically extend the date of performance for the Contract period. If additional time is required to complete the work because of the suspension, a mutually agreed Contract amendment will be executed in accordance with Article XXIV (Amendments).

X.3 If CONSULTANT is delayed by the COUNTY due to a suspension of work, or otherwise, the CONSULTANT’s sole and exclusive remedy for delay shall be the right to a time extension for completion of the Contract and not damages.
ARTICLE XI. DOCUMENTS

XI.1 All plans and drawings will be prepared and submitted by CONSULTANT to COUNTY for approval on 24-inch by 36-inch drafting sheets, with all lettering processed in ink or pencil and clearly legible when the sheets are reproduced and reduced to half size. CONSULTANT may submit plans and drawings on 22-inch by 34-inch drafting sheets only with prior approval by COUNTY. All drawings are to be produced in accordance with Article IV of this Contract, and copies of electronic files will be provided to County after the completion or termination of the project.

XI.2 All CONSULTANT’s designs and work product under this Contract including, but not limited to, Tracings, Drawings, Estimates, Specifications, Investigations, Studies, and other Documents, completed or partially completed, shall be the property of COUNTY to be used as COUNTY desires, without restriction. Copies may be retained by CONSULTANT. CONSULTANT shall be liable to COUNTY for any loss or damage to such documents while they are in the possession of, or while being worked upon by Consultant or anyone connected with CONSULTANT, including agents, employees, consultants or subcontractors. All documents so lost or damaged shall be promptly replaced or restored by CONSULTANT without cost to County.

XI.3 Upon completion of the construction of the Project, CONSULTANT shall prepare, and within thirty (30) calendar days following final inspection or written notice from the County, deliver to COUNTY the reproducible Record Drawings, Record Specifications, CAD and word processing diskettes.

XI.4 CONSULTANT shall maintain, for a minimum of four (4) years from the termination date of this Contract all project information and data including but not limited to items listed in this section, with full and immediate access allowed to authorized representatives of the County, immediately upon request, for any purpose. County or its authorized representative, shall have the right to make copies of any and all documents, books, backup documents, electronic data or files, or other items designs and work product under this Contract including, but not limited to, Tracings, Drawings, Estimates, Specifications, Investigations, Studies, and other Documents, completed or partially completed or supporting or utilized to produce such items at County’s cost.

ARTICLE XII. GENERAL, SUPPLEMENTARY AND SPECIAL CONDITIONS: CONTRACT ADMINISTRATION

This Contract shall be administered on behalf of COUNTY by its DIRECTOR, and Consultant shall fully comply with any and all instructions from said DIRECTOR. The DIRECTOR shall act as referee in all disputes under the terms of this Contract between the parties hereto. The DIRECTOR and the CONSULTANT shall negotiate in good faith toward resolving such disputes. In the event the MCIP/ENGINEERING SERVICES CONTRACT with Lina T. Ramey & Associates, Inc.

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DIRECTOR or the CONSULTANT are unable to reach an acceptable resolution of disputes concerning the work to be performed under this Contract, the DIRECTOR shall present unresolved disputes arising under the terms of this Contract to the Commissioners Court. The decisions of the Commissioners Court as it pertains to unresolved disputes shall be final and binding. Violation or breach of contract terms by the CONSULTANT may be grounds for termination. Any additional or increased cost arising from the termination shall be paid by the CONSULTANT.

**ARTICLE XIII. INDEMNIFICATION AND INSURANCE**

**XIII.1 Approval and acceptance of CONSULTANT's work** by the COUNTY shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, subcontractors, agents and consultants for the accuracy and competency of their work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the COUNTY for any defect, error or omission in the work prepared by the CONSULTANT, its employees, subcontractors, agents or consultants. In this regard, the CONSULTANT shall defend, hold harmless and indemnify the COUNTY for damages resulting from such defects, errors or omissions and shall secure, pay for and maintain in force during the term of this Contract sufficient Professional Liability or Errors and Omissions insurance in an amount of not less than One Million and 00/100 Dollars ($1,000,000.00) single limit with certificates of insurance evidencing such coverage to be provided to the COUNTY. Such certificates of insurance shall specifically name the County as a loss payee in full compliance with the terms and conditions as hereinafter set out.

**XIII.2** CONSULTANT agrees to indemnify and hold harmless COUNTY, County Commissioners, County Judge, the COUNTY's elected officials, director, employees, agents and representatives, (hereinafter referred to as “Indemnities”) against all claims, demands, actions, suits, losses, damages, liabilities, cost and/or expense of every kind and nature (including, but not limited to court cost, litigation expense and attorneys fees), paying same as they accrue, and all recoverable interest thereon, incurred by or sought to be imposed on Indemnities because of injury (including death) or damage to property (whether real, personal or inchoate), arising out of or occasioned by or caused by consultant's negligent act, error, or omission of consultant, any agent, officer, director, representative, employee, consultant or subconsultant of consultant, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT of or in any way related (whether directly or indirectly, causally or otherwise) to: (1) the performance of, attempted performance of, or failure to perform, operation or work under this Contract by CONSULTANT, its subcontractors and/or any other person or entity, other than COUNTY; (2) the condition of the real property, including any improvements, on which said operations or work are being performed; (3) the selection, provision, use or failure to use, by any person or entity, of any tools, supplies, materials, equipment or vehicles (whether owned or supplied by CONSULTANT, or any other person or entity excluding COUNTY) in connection with said work or operations; or (4) the presence on COUNTY real property, including any improvements located thereon, of Consultant, its
subcontractors, employees, suppliers, vendors or any other person acting on behalf of CONSULTANT. This indemnification shall apply, whether or not any such injury or damage has been brought on any theory of liability, including negligence, intentional wrong doing, strict product liability or breach of non-delegable duty. CONSULTANT further agrees to defend at its sole cost and expense (at the election of any Indemnitee) against any claim, demand, action or suit for which indemnification is provided hereunder, paying all costs as they may accrue.

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

XIII.3 Without in any way limiting or restricting the indemnification and defense agreement stated above, CONSULTANT agrees that it is the intention of the parties hereto that Consultant and its insurers bear the entire risk of loss or injury to any of CONSULTANT's employees, "borrowed servants", agents, representatives, subcontractors, vendors, material men, or any other person present on the premises or performing any other act or service on CONSULTANT's behalf or at its request, without seeking any contribution therefor from any indemnitee or its insurers.

XIII.4 INSURANCE. The CONSULTANT, at CONSULTANT's sole cost, shall additionally purchase and maintain in force the following minimum insurance coverage during the term of this Contract. Such insurance shall be in the amounts and in full compliance with the following terms and conditions:

XIII.4.1 Within ten (10) days after the Effective Date of this Contract, COUNTY requires and CONSULTANT agrees that the following insurance coverage will be met and in effect for the life of the awarded contract and any renewal or extension, prior to any delivery of any service and/or performance of work. All policies shall be issued by an insurance company acceptable to County and authorized to do business in the State of Texas, having a rating of A or better by A.M. Best Co. CONSULTANT will submit verification of coverage to the Dallas County Public Works Department, showing Dallas County as the certificate holder, within ten (10) days after the Effective Date of this Contact and prior to and as a condition precedent to the commencement of any work or delivery. Dallas County will neither be responsible for nor authorize payments for services rendered without having the applicable certificates on file. All insurance cost including any deductibles, which shall not exceed ten percent (10%) of the coverage shall be paid in full by CONSULTANT without cost to or contributions from Dallas County. The following minimum insurance coverage is required:

XIII.4.1.1 Workers' Compensation Insurance in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all of his employees assigned to operate or work under this Contract. In the event the
Consultant elects to sublet any work, Consultant shall require subcontractors to provide Workers’ Compensation Insurance for all of the latter’s employees unless such employees are afforded protection by the Consultant.

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

XIII.4.1.2 Comprehensive General Liability Insurance, including Contractual Liability - Commercial General Liability Insurance coverage shall carry limits of One Million and 00/100 Dollars ($1,000,000.00) for bodily injury and property damage per occurrence with a general aggregate of One Million and 00/100 Dollars ($1,000,000.00), and a products and completed operations aggregate of One Million and 00/100 Dollars ($1,000,000.00). There shall not be any policy exclusion or limitations for contractual liability covering the Contractor’s obligations herein; personal injury/advertising liability; medical payments; fire damage, legal liability; broad form property damage, and/or liability for independent contractors.

XIII.4.1.3 Comprehensive Automobile Liability - Comprehensive Auto Liability insurance covering all owned, hired and non-owned vehicles used in connection with the work performed under the Contract with limits of liability not less than Five Hundred Thousand and 00/100 Dollars ($500,000.00) each person and One Million Five Hundred Thousand and 00/100 Dollars ($1,500,000.00) each accident for bodily injury and Five Hundred Thousand and 00/100 Dollars ($500,000.00) each occurrence for property damage for a combined single limit for bodily injury and property damage liability of not less than Two Million and 00/100 Dollars ($2,000,000.00).

XIII.4.1.4 Professional Liability - Insurance Requirements - Consultant shall indemnify County for damages resulting from defects, errors or omissions and shall secure, pay for and maintain in force during the term of the Contract and thereafter for an additional five (5) years from date the project is accepted as complete by the Commissioners Court, sufficient errors and omissions insurance in an amount of not less than One Million and 00/100 Dollars ($1,000,000.00) single limit, with certificates evidencing such coverage.

XIII.4.2 CONSULTANT agrees that, with respect to the above referenced insurance, all insurance contracts will contain following required provisions:

XIII.4.2.1 Name Dallas County and its officers, employees and elected representatives as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.

XIII.4.2.2 Provide for forty five (45) days notice to the COUNTY for cancellation, non-renewal or material change which notice must be accompanied by a replacement Certificate of Insurance to maintain uninterrupted coverage.

XIII.4.2.3 Provide for an endorsement that the "other insurance" Clause shall not apply to Dallas County where COUNTY is an additional insured on the policy.

XIII.4.2.4 Provide for notice to the COUNTY at the address shown below by
registered mail.

XIII.4.2.5 CONSULTANT agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.

XIII.4.2.6 All Insurance Coverage shall be on an occurrence basis unless specifically approved in writing and executed by the County's Director and Risk Manager.

XIII.4.3 In addition to any other remedies COUNTY may have upon CONSULTANT’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, COUNTY shall have the right to order CONSULTANT to stop work hereunder, and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof. A stop work order given to CONSULTANT by COUNTY in accordance with this Article shall not constitute a Suspension of Work.

XIII.4.4 It is agreed that CONSULTANT's insurance shall be deemed primary with respect to any insurance or self insurance carried by COUNTY for liability arising out of operations under this Contract.

XIII.4.5 CONSULTANT shall advise COUNTY in writing within 24 hours of any claim or demand against COUNTY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT’s activities under this AGREEMENT.

XIII.4.6 The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

XIII.4.7 Approval, disapproval or failure to act by the COUNTY regarding any insurance supplied by CONSULTANT shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the CONSULTANT from liability.

XIII.4.8 Acceptance of the final plans by COUNTY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or subcontractors for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by COUNTY for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, subcontractors, and agents.

XIII.4.9 Standard of Care: Services provided by CONSULTANT 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.

XIII.4.10 Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT’s or its subcontractors’ performance of the work covered under this Contract.
ARTICLE XIV. NONDISCRIMINATION

As a condition of this Contract, CONSULTANT will take all necessary action to insure that, in connection with any work under this Contract, it will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex or physical handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements.

ARTICLE XV. ENFORCEMENT, VENUE, GOVERNING LAWS AND NOTICES

XV.1 This Contract shall be enforceable in Dallas County, Texas, and if legal action is necessary by either Party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Dallas County, Texas. Notwithstanding any provisions contained in this agreement and any supplemental amendment to the contrary, this Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas and is expressly subject to Dallas County’s Sovereign Immunity and Title 5 of the Texas Practice and Civil Remedies Code.

XV.2 All notices and correspondence to COUNTY by CONSULTANT shall be mailed or delivered as follows:

Dallas County Public Works
Donald R. Holzwarth, P.E., Director
Administration Building
411 Elm Street, 4th floor
Dallas, Texas 75202

XV.3 All notices and correspondence from COUNTY to CONSULTANT shall be mailed or delivered as follows:

ARTICLE XVI. TERM

This Contract becomes effective when fully executed by both parties (hereinafter, the called the “EFFECTIVE DATE”), unless termination occurs as otherwise provided herein and expires on the completion of all obligations by the parties set forth herein. The CONSULTANT will not begin work or incur Costs until authorized in writing by the COUNTY to proceed with the work, as more fully set forth herein.

ARTICLE XVII. FINANCIAL INTEREST PROHIBITED: CONFIDENTIALITY
XVII.1 CONSULTANT covenants and represents that Consultant, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

XVII.2 Consultant understands that no officer or employee of COUNTY shall have any financial interest, direct or indirect, in any contract with COUNTY, or be financially interested, directly or indirectly, in the sale to COUNTY of any land, materials, supplies, or services, except on behalf of COUNTY as an officer or employee. Any violation of this prohibition, with the express knowledge of the person or corporation contracting with COUNTY shall render the Contract involved voidable by the Commissioners Court.

XVII.3 CONSULTANT's reports, evaluations, designs, drawings, data and all other documentation and work developed by CONSULTANT hereunder shall not be disclosed to any third parties without the prior written approval of Director.

ARTICLE XVIII. REPORT

XVIII.1 The CONSULTANT shall promptly advise the COUNTY in writing of events which may have significant impact upon the Contract, including but not limited to:

XVIII.1.1 Problems, delays or adverse conditions which will materially affect the ability to meet time schedules or goals or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of any action taken, or contemplated, and any COUNTY assistance needed to resolve the situation.

XVIII.1.2 Favorable developments or events which enable the CONSULTANT to meet time schedules and goals sooner than anticipated or to produce more work units than originally projected.

XVIII.2 The CONSULTANT shall coordinate all work with the Director of the Department of Public Works or with such other person as may be designated by him in writing.

XVIII.3 The CONSULTANT shall report progress on work undertaken to the designated Dallas County point-of-contact at not greater than monthly intervals.

ARTICLE XIX. CONSULTANT RESOURCES

The CONSULTANT warrants that the CONSULTANT and each subconsultant, specifically including, but not limited to: surveyors, has adequate qualified personnel in its employment and all required transportation, equipment, materials, supplies and any and all other goods and services for performance of services required under this Contract, or will be able to obtain such personnel, transportation, equipment, materials, supplies and any and all other goods and services from sources other than the COUNTY. Unless otherwise specified, the Consultant for the compensation received shall furnish all personnel, transportation, equipment, materials, supplies and any and all other goods and services required to perform the work authorized herein at its sole cost and expense. All employees of the
Consultant or of any subcontractor shall have all required licenses, knowledge and experience as will enable them to perform the duties assigned to them. CONSULTANT contracts and agrees that any employee of the Consultant or any subcontractor who, in the opinion of the COUNTY, is incompetent or whose conduct becomes detrimental to the work or whose conduct reflects adversely on the COUNTY shall immediately be removed from association with the project.

**ARTICLE XX. SUBCONTRACTS**

**XX.1 The CONSULTANT shall not subcontract.** sell, assign, pledge, or otherwise transfer any portion of the work authorized by the COUNTY without prior approval in writing by the COUNTY. Any attempt to sign, transfer, pledge, convey or otherwise dispose of any part of or all of CONSULTANT’s rights, title, interests or duties under this agreement without the written approval of County is void and shall confer no rights upon any third party. Violation of this provision shall constitute a material breach of this agreement and may be grounds for termination at the sole discretion of County. Under no circumstances shall the CONSULTANT subcontract more than fifty percent (50%) of this CONTRACT.

**XX.2 Subcontractors shall comply with the provisions** of this CONTRACT. No subcontract will relieve the CONSULTANT of its responsibility under this CONTRACT.

**ARTICLE XXI. SUCCESSORS AND ASSIGNS**

The COUNTY and the CONSULTANT each binds itself, its successors, executors, administrators, assigns and subcontractors in respect to all covenants of this CONTRACT.

**ARTICLE XXII. INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE**

**XXII.1 The following documents** are incorporated herein as if reproduced herein word for word:

- **XXII.1.1 Consultant’s submission of** the Minority/Women Specifications for SOQ’S.
- **XXII.1.2 Dallas County Unified Policy for Selection of Architect/Engineers as set forth in Commissioners Court Order No. 92-393.**
- **XXII.1.3 North Central Texas Council of Governments Specifications, latest edition.**
- **XXII.1.4 The Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges, 1993 edition or latest version at Effective Date.**
- **XXII.1.5 The Texas Manual on Uniform Traffic Control Devices, latest version at Effective Date.**
- **XXII.1.6 The Dallas County Design Manual, latest version at Effective Date.**
- **XXII.1.7 The Dallas County Rights of Way Requirements, latest version at Effective Date.**
- **XXII.1.8 Standards, Specifications, Codes, Ordinances, Regulations of City or Cities in which the project is located.**

*MCIP/ENGINEERING SERVICES CONTRACT with Lina T. Ramey & Associates, Inc.*
*Ledbetter/Grady Nible Road MCIP Project 40203*
XXII.2 In the event of any inconsistency between the provisions of this agreement, the inconsistency shall be resolved by giving precedence in the following order: (1) this CONTRACT; (2) the RFQ and (3) County Unified Policy for Selection of Architect/Engineers and (4) Consultants response to RFQ, inclusive of all data and documentation as furnished.

ARTICLE XXIII. AMENDMENTS

XXIII.1 Modification - Either the Consultant or the County may initiate a written request for a Contract Modification when, in the opinion of the requesting party, the needs and conditions of the project warrant a modification. Upon receipt of a request by either party, the Consultant and the County shall review the conditions associated with the request and determine the necessity of a modification. When both parties agree that a modification is warranted the Consultant and the County shall negotiate the specific modification(s) and any changes in the Cost, total not-to-exceed amount for the contract, unit prices for any item not previously agreed upon or completion dates resulting from the modification.

XXIII.2 Fee/Time Increases - Any other provision of this CONTRACT notwithstanding, it is specifically understood and agreed that the Consultant shall not be authorized to undertake any services pursuant to this CONTRACT, or any modification to the CONTRACT or amendment hereto requiring the payment of any amount in excess of Cost stipulated in Article III, "Compensation", requiring or extension of time of completion without first obtaining specific authorization from the County in the form of a formal order of the Dallas County Commissioners Court authorizing a Modification and a written authorization to proceed from the Dallas County Department of Public Works.

XXIII.3 Phase II Amendment In the event that the County shall exercise its option for Phase II services and a mutual agreement is reached between the parties, that agreement shall be reduced to writing, incorporated in the terms of this agreement, and shall amend this agreement to the extent of the agreed provisions there in.

XXIII.4 Approval of a modification shall be in the form of a written Modification which clearly defines the changes to the previously approved provision of this CONTRACT. Said written modification shall be approved by the Consultant, authorized by the Dallas County Commissioners Court by a formal order except as provided in Section 5 of this Article and a written notice to proceed will be issued by the Dallas County Department of Public Works.

XXIII.5 The Department of Public Works may issue a written modification without prior approval of the Commissioners Court to extend the maximum completion date, not to exceed ten (10) days and when the modifications are to be accomplished within the previously authorized total not-to-exceed amount of the CONTRACT and within an amount not more than $50,000.00 above the previously approved amount, and when the modifications do not materially or substantively alter the overall scope of the project or the services provided by the Consultant.

ARTICLE XXIV. COMPLIANCE WITH LAWS

The Consultant shall be familiar with and at all times shall comply with all Federal, State and local laws,
statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this CONTRACT, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations, non-discrimination laws and regulations, and safety regulations. When required, the Consultant shall furnish the County satisfactory proof of compliance therewith.

**ARTICLE XXV. NON-COLLUSION**

The Consultant warrants that it has not employed or retained any company or persons, other than bona fide employees working solely for the Consultant, to solicit or secure this CONTRACT and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty, the County shall have the right to annul this CONTRACT without liability or to deduct, at its discretion, from the CONTRACT price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE XXVI. SIGNATORY WARRANTY**

The undersigned signatory for the Consultant hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this CONTRACT and that he or she has full and complete authority to enter into this CONTRACT on behalf of the firm and that the execution thereof is the act of the Consultant and has been delivered and, subsequent to execution by County, constitutes a legal, valid and binding obligation of the Consultant, its successors and assigns and shall inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

**ARTICLE XXVII. MISCELLANEOUS GENERAL PROVISIONS**

**XXVII.1 Entire Agreement.** This CONTRACT, including all exhibits and addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties as herein provided.

**XXVII.2 Severability.** If any provision of this CONTRACT shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

**XXVII.3 Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this CONTRACT does not preclude pursuit of other remedies in this CONTRACT or provided by law. CONSULTANT shall have a duty to mitigate damages.

**XXVII.4 Federal or State of Texas Funding.** In the event that any Project or part thereof is funded by State of Texas or U. S. Government federal funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, Consultant agrees to

*MCIP/ENGINEERING SERVICES CONTRACT with Lina T. Ramey & Associates, Inc.*

*Ledbetter/Grady Niblo Road MCIP Project 40203*
timely comply therewith without additional cost or expense to COUNTY.

**XXVII.5 Headings.** The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this CONTRACT and shall not be deemed to affect the interpretation or construction of such provision.

**XXVII.6 Number and Gender.** Words of any gender used in this CONTRACT shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

**XXVII.7 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**XXVII.8 Funding.** Notwithstanding any provisions contained herein, this CONTRACT is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the agreement and any extension thereto. CONSULTANT shall have no right of action against the County of Dallas in the event that the County of Dallas 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 of Dallas is unable to fulfill its obligations under this CONTRACT as a result of lack of sufficient funding or if funds become unavailable, County of Dallas, at its sole discretion, may, provide funds from a separate source or terminate this CONTRACT.
IN WITNESS WHEREOF, THE COUNTY OF DALLAS has caused this CONTRACT to be signed by its County Judge, duly authorized to execute the same in its behalf by Court Order No., approved by the Commissioners Court on ________________, 200_, and Lina T. Ramey & Associates, Inc., signing by and through its duly authorized representative, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions of this CONTRACT.

DALLAS COUNTY

LINA T. RAMEY & ASSOCIATES, INC.

ATTEST:

ATTEST:

Margaret Kelicer
Dallas County Judge

Lina T. Ramey, P.E.
Principal

Approved as to Form:

Corporate Seal

Bob Schell
Chief, Assistant District Attorney
May 4, 2004

Mr. Irvin Griffin, P.E.
Dallas County, Department of Public Works
411 Elm Street, 4th Floor
Dallas, Texas 75202

RE: Professional Services Fee Proposal - Ledbetter / Grady Niblo Rd
MCIP Project 40203

The enclosed documents represent Lina T. Ramey & Associates fee proposal for design of the above referenced project.

Enclosed are the following:

- Engineering Man-hour Breakdown (Engineering Services)
- Survey Man-hour Breakdown (Survey Services)

The pages that follow also include a Scope of Services and Fee Summary for the project.

Please call me if you have any questions or need additional information.

We look forward to working with you on this project.

Sincerely,

Lina T. Ramey, P.E.
Project Manager
Scope of Services

The scope of services for this project include the completion of Phase 1, Step Two of Dallas County’s 5 Phase Project Delivery System for approximately 1.19 miles of new roadway. The new roadway will connect the existing portion of Grady Niblo west of Spur 408 from Merrifield Road to Mountain Creek Parkway.

The preliminary design phase will include preparation of 3 design schematic alternatives, which will include typical sections and geometric alignment options. The Phase 1 design will also include preliminary hydrology & hydraulics, preparation of the preliminary engineering report and assistance with preparations for the Charette.

The survey requirements for Phase 1 design will include minimum topography and supplemental surveys for use during the alternative study phase. The supplemental ground surveys will include locating the East & West Project Termini and the Merrifield home.

Fee Summary
Preliminary Engineering – Phase 1, Step Two

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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Prepare Schematic Alternative Displays</td>
<td>8</td>
<td>12</td>
<td>16</td>
<td>40</td>
<td>60</td>
<td></td>
<td>$9,312.00</td>
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<tr>
<td></td>
<td>Revise Schematic Alternatives per City/County Review</td>
<td>4</td>
<td>8</td>
<td>8</td>
<td>8</td>
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<td>$3,276.00</td>
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<td>Provide Charrette Support to County</td>
<td>20</td>
<td>16</td>
<td>12</td>
<td>12</td>
<td>8</td>
<td>16</td>
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<td>60</td>
<td>40</td>
<td></td>
<td></td>
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<td>Progress &amp; Coordination Meetings</td>
<td>16</td>
<td>16</td>
<td>8</td>
<td>12</td>
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<td>56</td>
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<td>0</td>
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<td>$17,532.00</td>
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<td></td>
<td>Total Task 1, 2 &amp; 3 - Engineering Design</td>
<td>232</td>
<td>426</td>
<td>380</td>
<td>258</td>
<td>240</td>
<td>116</td>
<td>$134,190.00</td>
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<td>4</td>
<td>Direct Expenses</td>
<td>UNITS</td>
<td>RATE</td>
<td>RATE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mailing / Fed-Ex/Messenger</td>
<td>1 LS</td>
<td>$200.00</td>
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<td>Copies (8.5X11)</td>
<td>320 Each</td>
<td>$0.10</td>
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<td>$0.20</td>
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<td>Copies (34X22)</td>
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</tr>
<tr>
<td></td>
<td>Display Boards/Mounting</td>
<td>1 LS</td>
<td>$400.00</td>
<td>$400.00</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>CAR MILEAGE</td>
<td>1200 Mile</td>
<td>$0.35</td>
<td>$420.00</td>
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<td></td>
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<td></td>
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<tr>
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<td>Direct Expense Total</td>
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<td></td>
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<td>Task No.</td>
<td>Task Description</td>
<td>Prj Mgr</td>
<td>3-Man Crew</td>
<td>Survey Tech</td>
<td>Clerical</td>
<td>Total Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------------------</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>PHASE 1, PRELIMINARY TOPOGRAPHIC SURVEY</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supplemental Ground Surveys (Mernfield House &amp; E/W Project Termini)</td>
<td>8</td>
<td>20</td>
<td>24</td>
<td></td>
<td>$5,316.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Task 1 - Preliminary Topographic Survey Services</td>
<td>8</td>
<td>20</td>
<td>24</td>
<td>0</td>
<td>$5,316.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Direct Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CAR MILEAGE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Outside Services - Dallas Aerial Mapping</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Direct Expense Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,280.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
May 12, 2004

MEMORANDUM:

TO: Commissioners Court

THROUGH: Commissioner John Wiley Price  
Road and Bridge District 3

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

SUBJECT: CLEVELAND ROAD PROJECT NO. 91-861  
(IH 45 at Cleveland Road to Dowdy Ferry Road)  
Contract for Project Construction

BACKGROUND

Funding for design, right-of-way, and construction of the subject project was approved in the 1991 Bond Thoroughfare Program by Court Order 92-518 dated April 7, 1992. The project is located in Road and Bridge District No. 3 and within the City of Hutchins. Pursuant to said court order, Hutchins entered into a MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS with Dallas County. Subsequently, the City also entered into a PROJECT SPECIFIC AGREEMENT in December 2003 which sets forth the funding and design criteria for the project.

Development in the vicinity has increased the need for improvements to the subject roadway. Commissioner Price and the City have located the necessary funds for this improvement project. City and County have coordinated the project elements in order for the construction to begin as soon as possible.

On April 29, 2004 eight bids were opened for the project as listed below: Due to the absence of minority participation, Public Works recommends award to Tiseo Paving, the second responsive low bidder. Award of this contract to Tiseo Paving Company has been coordinated with the District Attorney’s Office.
Commissioners Court  
May 12, 2004  
Page TWO

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BASE BID + OPTION A + OPTION B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lacey Construction</td>
<td>$1,269,579.19</td>
</tr>
<tr>
<td>Tiseo Paving Company</td>
<td>$1,302,336.90</td>
</tr>
<tr>
<td>Ed Bell Construction</td>
<td>$1,353,396.75</td>
</tr>
<tr>
<td>Company</td>
<td></td>
</tr>
<tr>
<td>AUI Contractors</td>
<td>$1,396,951.93</td>
</tr>
<tr>
<td>Rebcon, Inc.</td>
<td>$1,413,067.93</td>
</tr>
<tr>
<td>Texas Standard Construction</td>
<td>$1,422,071.15</td>
</tr>
<tr>
<td>J.L. Steel, LP</td>
<td>$1,495,181.85</td>
</tr>
<tr>
<td>Barson Utilities</td>
<td>$1,511,396.10</td>
</tr>
</tbody>
</table>

**PROJECT SCHEDULE**

A total of 150 working days have been allocated for the total construction contract.

**FINANCIAL IMPACT**

The Director of Public Works recommends awarding the construction contract for the subject project to Tiseo Paving Company in the amount of $1,302,336.90 to be paid from remaining 1991 Bond Funds.

**M/WBE PARTICIPATION**

A report from the Minority/Women Owned Business Enterprise Officer is attached.

**RECOMMENDATION**

The Director of Public Works recommends that a construction contract with Tiseo Paving Company be executed for the Cleveland Road Project 91-861 in the amount of $1,302,336.90 to be paid from remaining 1991 Bond Funds. If Commissioners Court is in agreement, a court order will be placed on the next formal agenda.

**RECOMMENDED BY:**

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

Attachments: MWBE Report, Bid Tab  
jen—bmo-contract award
MEMORANDUM

DATE: May 4, 2004

TO: Ali Malekouti, Public Works Department

FROM: Irvin Hicks, Coordinator - Minority Affairs

SUBJECT: M/WBE Review-Bid/RFP 2004-069-1490 (Cleveland Road Project# 91-861)

Ali,

Listed below is an analysis of the subject initiative:

**L. H. Lacy Co., Ltd.**

This firm will perform the required duties with existing staff.

<table>
<thead>
<tr>
<th>Points</th>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Certified (NCTRCA) minority prime contractor</td>
<td>255,000</td>
<td>19.02</td>
</tr>
<tr>
<td>3</td>
<td>EEO policy compliance</td>
<td>21,000</td>
<td>1.57</td>
</tr>
<tr>
<td>0</td>
<td>Utilization of (other) certified minority vendors</td>
<td>121,000</td>
<td>9.03</td>
</tr>
<tr>
<td></td>
<td></td>
<td>18,000</td>
<td>1.34</td>
</tr>
</tbody>
</table>

Firm has zero participation. Award to this firm s/b contingent upon compliance to this expectation.

**Tiseo Paving Company**

This firm will perform the required duties with existing staff as well as with the following certified firm:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>K &amp; S Utility Contractors</td>
<td>255,000</td>
<td>19.02</td>
</tr>
<tr>
<td>Centex Seeding, Inc.</td>
<td>21,000</td>
<td>1.57</td>
</tr>
<tr>
<td>T &amp; R Excavation, Inc.</td>
<td>121,000</td>
<td>9.03</td>
</tr>
<tr>
<td>Jerusalem Corporation</td>
<td>18,000</td>
<td>1.34</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points</th>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Certified (NCTRCA) minority prime contractor</td>
<td>255,000</td>
<td>19.02</td>
</tr>
<tr>
<td>3</td>
<td>EEO policy compliance</td>
<td>21,000</td>
<td>1.57</td>
</tr>
<tr>
<td>6</td>
<td>Utilization of (other) certified minority vendors</td>
<td>121,000</td>
<td>9.03</td>
</tr>
<tr>
<td></td>
<td></td>
<td>18,000</td>
<td>1.34</td>
</tr>
</tbody>
</table>

**Texas Standard Construction, Ltd.**

This firm will perform the required duties with existing staff.

<table>
<thead>
<tr>
<th>Points</th>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Certified (NCTRCA) minority prime contractor</td>
<td>255,000</td>
<td>19.02</td>
</tr>
<tr>
<td>0</td>
<td>EEO policy compliance</td>
<td>21,000</td>
<td>1.57</td>
</tr>
<tr>
<td>0</td>
<td>Utilization of (other) certified minority vendors</td>
<td>121,000</td>
<td>9.03</td>
</tr>
<tr>
<td></td>
<td></td>
<td>18,000</td>
<td>1.34</td>
</tr>
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</table>
Ed Bell Construction Co.
This firm will perform the required duties with existing staff as well as with the following certified firm:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
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<tbody>
<tr>
<td>Complete Emergency Maint.</td>
<td>6,199</td>
<td>0.50</td>
</tr>
<tr>
<td>Ted Alvarez Trucking</td>
<td>13,065</td>
<td>0.94</td>
</tr>
</tbody>
</table>

Points 0 Certified (NCTRCA) minority prime contractor
3 EEO policy compliance
6 Utilization of (other) certified minority vendors
--
9 Firm's level of participation is unacceptable in terms of the amount of bid

Barson Utilities, Inc.
This firm will perform the required duties with existing staff.

Points 0 Certified (NCTRCA) minority prime contractor
0 EEO policy compliance
0 Utilization of (other) certified minority vendors
--
0*

AUI Contractors L.P.
This firm will perform the required duties with existing staff as well as with the following certified firm:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete Emergency Maint.</td>
<td>6,000</td>
<td>0.72</td>
</tr>
<tr>
<td>CenTex Seeding, Inc.</td>
<td>23,800</td>
<td>2.84</td>
</tr>
<tr>
<td>Rambo Contracting</td>
<td>180,000</td>
<td>21.49</td>
</tr>
</tbody>
</table>

Points 0 Certified (NCTRCA) minority prime contractor
3 EEO policy compliance
6 Utilization of (other) certified minority vendors
--
9

Rebcon, Inc.
This firm will perform the required duties with existing staff as well as with the following certified firm:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
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<tbody>
<tr>
<td>Complete Emergency Maint.</td>
<td>6,036</td>
<td>0.42</td>
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<td>Rebar Services</td>
<td>40,000</td>
<td>2.76</td>
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Points 0 Certified (NCTRCA) minority prime contractor
3 EEO policy compliance
6 Utilization of (other) certified minority vendors
--
9 Firm's level of participation is unacceptable in terms of the amount of bid
**J. L. Steel L.P.**

This firm will perform the required duties with existing staff as well as with the following certified firm:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>CenTex Seeding</td>
<td>38,926</td>
<td>2.55</td>
</tr>
<tr>
<td>Rebar Services</td>
<td>54,683</td>
<td>3.58</td>
</tr>
<tr>
<td>Clemons Trucking</td>
<td>15,358</td>
<td>1.01</td>
</tr>
</tbody>
</table>

**Points**

- 0 Certified (NCTRCA) minority prime contractor
- 3 EEO policy compliance
- 6 Utilization of (other) certified minority vendors
- --
- 9 Firm's level of participation is unacceptable in terms of the amount of bid

*Firm failed to complete M/WBE documentation. Proposal therefore does not comply with the County's GFE policy.*

---

*c: Commissioners Court (thru J. Allen Clemson)*
May 10, 2004

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: East Dallas Community Organization - Land Transfer Program Time Extension
1725 N. Fitzhugh Avenue, Dallas, TX

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.

On March 21, 2000, the East Dallas Community Organization (“EDCO”), a non-profit organization, purchased the property at 1725 N. Fitzhugh Avenue for the development of 3-4 single-family affordable homes under the City’s Land Assembly Program. EDCO is in default with this property as it relates to the time taken to build on the vacant lot and is requesting changes in the timeline to develop the property. On February 17, 2004, EDCO submitted a modified proposal to the City to approve changes in the timeline. The Dallas City Council approved the amended proposal on April 28, 2004. Changes in the proposal 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 timelines 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 EDCO.

Below is a summary of EDCO’s amended proposal:

<table>
<thead>
<tr>
<th>PROPERTY</th>
<th>PROPOSED TIMELINE EXTENSION</th>
<th># HOMES TO BE CONSTRUCTED</th>
<th>SQUARE FOOTAGE</th>
<th>SALES RICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1725 Fitzhugh</td>
<td>March 21, 2003 to March 21, 2006</td>
<td>3-4 to maximum of 2</td>
<td>1,400</td>
<td>$110,000(1)</td>
</tr>
</tbody>
</table>

(1) The sales price is without subsidies to low income homebuyers.
EDCO delayed construction of the property because of changes in its development plans. The City’s Planning Department determined that the lot was too small to accommodate 3-4 homes unless EDCO was successful in acquiring the adjacent lot at 1731 Fitzhugh and combining the lots. After 2 ¼ years of negotiations, EDCO acquired the property at 1731 Fitzhugh by private sale. On August 13, 2003, the City approved EDCO’s proposal to release the non-tax liens against 1731 Fitzhugh. EDCO now proposes to construct a maximum of 2 single-family affordable homes on the property rather than 3-4 and extend the timeline for construction and occupancy until March 21, 2006.

The property will be deed-restricted for affordability, and the Deed Restrictions will be amended to allow EDCO to provide the number of homes stated above on the property. The City is committed to ensuring that EDCO complies with the extended timeline.

FINANCIAL IMPACT

The proposed 2004 DCAD value for this vacant lot is $32,000. The estimated sales price for each home will be $110,000, thereby generating greater tax revenue to Dallas County. If the extension is not granted, EDCO will be in default and the property 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 the amended City of Dallas Land Assembly Program proposal submitted by East Dallas Community Organization on the property at 1725 N. Fitzhugh Avenue, Dallas, (2) changes in the number of homes to be built on the property, (3) the extension of the timeline for the development of the property from March 21, 2003 to March 21, 2006, and (4) the City’s execution of a correction deed and amended deed restrictions on the property.

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

APPROVED BY:

[Signature]

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

Attachment
March 29, 2004

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

Re: East Dallas Community Organization (Tax Foreclosed Property)

Dear Ms. Easterling:

The purpose of this letter is to request that Dallas County consider approval of the time line extension requested by East Dallas Community Organization (EDCO) for development on the property at 1725 Fitzhugh.

EDCO acquired the property in the year 2000 for development of 3-4 single-family affordable homes. EDCO did not develop the property by the construction deadline date and now desires to request City Council approval of its amended proposal.

EDCO proposes to construct a maximum of 2 single-family affordable homes on the property rather than 3-4 and extend the time line for construction and occupancy until March 21, 2006. The estimated sales price for each home will be approximately $110,000 and they will consist of 1,400 square feet.

EDCO delayed construction on the property because of changes in its development plans.

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

EDCO’s request is scheduled for the April 28, 2004 City Council agenda. We ask that Dallas County also consider approval of EDCO’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 18, 2004

To: Commissioners Court

From: Dan Savage
Assistant Administrator for Operations

Through: John Wiley Price, Commissioner, District 3

Subject: City of Dallas Land Bank

BACKGROUND
The City of Dallas has initiated a series of actions design to establish a Land Bank Program operated by private non-profit corporation with a mission to acquire vacant residential lots that are at least six years delinquent in taxes and located in certain census tracts within the City of Dallas. The Land Bank would acquire these lots through the tax foreclosure and Sheriff's sale processes and then sell them to either non-profit housing corporations or private sector homebuilders who in turn would be expected to build new houses on these lots.

For this program to work, Dallas County and all other affected taxing jurisdictions would have to agree to forego delinquent taxes on these properties. Dallas County would also have to provide the various services required to go through the legal process to foreclose on the delinquent lots and convey them to the Dallas Land Bank Corporation.

To implement this proposal, the City has successfully sought changes in legislation to establish the Land Bank City voters have approved $3,000,000 in bonds for this work. The City has worked with the affected taxing jurisdictions to secure support. The City has worked with various Dallas County departments including the Tax Office, District Clerk, Tax Court and County Clerk to determine the activity loads and cost consequences of implementing this project.

The City's proposal is based on the following assumptions:

(1) The program will not delay or hamper the current delinquent tax effort.

(2) The program will require the City to pre-screen properties to increase the likelihood of ultimate foreclosure.

(3) The program will target 106 cases in FY2004, 375 cases in FY2005, and 625 cases in FY2006. This will result in 85 sales in FY 2004, 300 sales in FY2005, and 500 sales in FY2006.
(4) The program will reimburse Dallas County for costs incurred in processing these cases.

(5) All affected taxing jurisdictions will be parties to an interlocal agreement setting up the Land Bank program.

(6) The Board of the Land Bank Corporation will include members appointed as follows:
   - City of Dallas (2)*
   - Dallas County (2)
   - Dallas Independent School District (1)
   - The Real Estate Council (1)*
   - Non-profit housing advocate appointed by the City of Dallas (1)*

*These appointments have already been made.

IMPACT ON OPERATIONS
This program will need to be operated so that the present delinquent tax collection efforts are not delayed. The City’s proposal provides funding for additional staffing for various County departments at various stages in the process and this staffing will change with the increase in caseload in years two and three.

FINANCIAL IMPACT
Attached is a report prepared by Doug Dykman with the City of Dallas that shows the costs and fees and staffing needs for the County to carry out this work. Dallas County should recover its costs under this program.

LEGAL
Attached is a draft of the proposed interlocal agreement prepared by the City of Dallas for this project. Staff has presented a copy of this draft to the Civil District Attorney’s office for review.

RECOMMENDATION
Staff recommends that the County participates in the Dallas Land Bank Program as presented in this briefing.

Recommended by:

Dan Savage, Assistant Administrator for Operations

Attachments
INTERLOCAL COOPERATION CONTRACT
FOR THE URBAN LAND BANK DEMONSTRATION PROGRAM

This INTERLOCAL COOPERATION CONTRACT ("Contract") is made and entered into by and among the City of Dallas ("City"), County of Dallas ("County"), Parkland Hospital District, Dallas Independent School District ("DISD"), Dallas County Schools District, and Dallas County Community College District.

WITNESSETH

WHEREAS, Chapter 791 of the Texas Government Code, provides authorization for local governments and political subdivisions to contract with each other to perform governmental functions and services under the term of this Act; and

WHEREAS, all of the local governments and/or political subdivisions located in Dallas County that are a party to this Contract are mutually interested in the creation of affordable housing for low income households to preserve and increase their tax base, to provide necessary decent, safe and sanitary housing for their citizens, and to ensure that students are housed in a supportive environment ("Governmental functions and services"); and

WHEREAS, all of the local governments and/or political subdivisions located in Dallas County that are a party to this Contract have an interest in the administrative function of selling and reselling tax foreclosed property, which is part of the tax collection process; and

WHEREAS, each party hereto desires to regain loss of tax revenue by making vacant properties with taxes delinquent more than six years more productive through the sale of such properties to a land bank established by the City for the purpose of development of affordable housing within Dallas County; and

WHEREAS, pursuant to Chapter 379C of the Texas Local Government Code, on January 28, 2004 the City Council of the City adopted an Urban Land Bank Demonstration Program Plan, a copy of which has been provided to the parties to this Contract; and

WHEREAS, the City established a land bank for the purpose of acquiring, holding, and transferring vacant real property acquired in a tax foreclosure sale from the Sheriff or Constable for the development of single-family housing affordable to low-income households; and

WHEREAS, "low income household" means a household with a gross income of not greater than 80 percent of the area median income, adjusted for household size, for the Dallas metropolitan statistical area, as determined annually by the United States Department of Housing and Urban Development; and

WHEREAS, property held in the land bank may be sold to a "qualified participating developer" who is a developer who meets the requirements of the Local Government Code,
May 6, 2004 DRAFT

Section 379C.004 and includes a qualified organization under the Local Government Code, Section 379C.011; and

WHEREAS, this Contract provides the purpose, terms, rights, and duties of the contracting parties with respect to the Dallas Urban Land Bank Demonstration Program Plan;

NOW, THEREFORE, for $10.00 consideration and the mutual promises and covenants herein, this Interlocal Cooperation Contract is hereby entered into by the City, County, Parkland Hospital District, DISD, Dallas County Schools District, and Dallas County Community College District who agree as follows:

1. COUNTY OF DALLAS

a. During the term of the Contract, the County shall process tax foreclosure cases of real property meeting the criteria contained in the Local Government Code, Chapter 379C.008(a), (“eligible property”) that are filed on behalf of the City for its Urban Land Bank Demonstration Program pursuant to Section 2(c).

b. The officer charged with selling real property ordered sold pursuant to foreclosure of a tax lien (“officer”) shall sell eligible property, if not redeemed, to a land bank established by the City by private sale for purposes of affordable housing development as provided by the Local Government Code, Chapter 379C. The officer shall sell the eligible property to the land bank for the reasonable and customary court costs and costs of sale authorized in the court judgment in accordance with “Exhibit B”, as may be amended from time to time.

c. The County agrees to reimburse the City for expenditures paid by the City or its land bank for any court costs or costs of sale incurred and paid by the City or the land bank prior to redemption or sale of the eligible property out the proceeds of any redemption or sales proceeds whether the property is sold to the land bank or another purchaser.

d. In authorizing its participation in this Contract, the County relied upon the current fee schedule in “Exhibit B” and estimated staffing plan and pro forma of projected costs and revenues set forth in “Exhibit C.”

2. CITY OF DALLAS

a. The City, pursuant to City Council Resolution No. 04-0458, has adopted an Urban Land Bank Demonstration Program Plan (Plan) which includes the following:

1. A list of the parcels of real property that may become eligible as defined by the Local Government Code, Chapter 379C for sale to the land bank during the upcoming year;

2. The City’s plan for affordable housing development on those parcels of real property;
3. Identification of the households qualified by income to purchase a home on land acquired by a qualified participating developer as defined in the Local Government Code, Chapter 379C and Plan;

4. A list of community housing development organizations eligible to participate in the right of first refusal provided by Local Government Code, Section 379C.011; and

5. Sources and amounts of funding anticipated to be available from the municipality for subsidies for development of affordable housing in the municipality, including any money specifically available for housing developed under the program.

b. The City shall give written notice to all parties of the specific addresses of parcels intended for acquisition by the land bank prior to referring said parcels for filing of a tax lawsuit. Any party may withhold consent to any property by providing written notice to all parties within 30 days of this notice.

c. The City may refer up to 106 parcels intended for acquisition by the land bank for filing of a tax lawsuit prior to September 30, 2004, with up to an additional 375 parcels by September 30, 2005 and up to an additional 625 parcels by September 30, 2006.

d. The City shall give written notice to all parties of the address for which a judgment is obtained prior to sale of the property to the land bank. Any party may give written objection to all parties within 30 days of this notice.

e. The City shall be responsible for requesting the sale of eligible properties by the County to the land bank from among those identified in “Exhibit A” and will use current revenues available to it for the purchase of properties by the land bank.

f. The City currently has available to it $2,000,000 in General Obligation Bond funds which it will use for the purchase of real property under the Plan for the land bank.

g. Subject to annual appropriations by the Dallas City Council, the City or its land bank shall pay the County for all reasonable and customary court costs and costs of sale actually incurred by the County, for any of the cases filed on behalf of the City for the Urban Land Bank Demonstration Program, in accordance with “Exhibit B.”

h. The City or its land bank shall pay costs for ad litem services not provided through pro bono services and included in the signed tax court judgment within 30 working days of receipt of the signed judgment.

i. The City shall give all parties a copy of the Plan adopted by the Dallas City Council for each year during the term of this contract.

j. The City shall supervise performance of this Contract and shall make written reports quarterly to all parties.
k. The City shall employ personnel, perform administrative actions, and provide services necessary to perform the Contract.

3. DUTIES OF ALL PARTIES TO THIS CONTRACT

a. Each party to this contract hereby:

1. Consents to the list of parcels of real property that may become eligible for sale to the land bank set forth in “Exhibit A” subject to the right of any party hereto to withhold consent to the sale of specific properties to the land bank within 30 days of the execution of this Contract by all parties. Notices of this intent will be provided in writing to the City and will list by address any specific properties for which consent is withheld;

2. Consents that, during the term of the Contract, the Dallas City Council will approve as part of the annual Plan the properties that may become eligible for sale to the land bank. Prior to consideration by the Dallas City Council of the proposed annual Plan, the City will provide the parties at least sixty (60) days written notice identifying the proposed specific properties to be included in the annual Plan for review and opportunity to withhold consent. Following City Council approval of the annual Plan, including the property list which will reflect any modifications made by a party, “Exhibit A” shall be automatically amended by written notice from the City to all parties;

3. Consents that those parcels for which consent has not been withheld under 3(a) 1 and 2 above may be sold to the land bank for less than the market value of the property as specified in the judgment or less than the total of all taxes, penalties, and interest, plus the value of non-tax liens held by a taxing unit and awarded by the judgment, court costs, and the cost of sale;

4. Agrees that the sale of the listed parcels for use in connection with this program is a sale for a public purpose;

5. Agrees that with the sale of each parcel to the land bank, the taxing unit will legally convey right, title, and interest acquired or held by the taxing unit, subject to the right of redemption;

6. Agrees that the proceeds, if any, from the sale of the properties to the land bank by the officer charged with conducting the sale shall be distributed in accordance with Texas Property Tax Code Section 34.02;

7. Agrees that modifications to the list of specific parcels in “Exhibit A” may be made at any time prior to sale of a parcel to the land bank. Written notice of this intent and the specific change shall be given to all other parties by any party seeking modification; and
8. Agrees that the administration of and participation in the sale of the tax-
foreclosed property to the land bank constitutes a governmental function
and service as defined in the Act; and

9. Agrees that nothing in this contract shall adversely affect the regular
current and delinquent tax collection efforts of any party.

4. TERM

The term of this Contract shall be for three years and shall commence upon Contract
execution. Any party hereto may terminate its participation in this Contract for any reason
upon sixty (60) days written notice.

5. APPLICABLE LAW

The law applicable to municipal corporations shall apply to this Contract in the performance
of governmental services and functions.

6. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws and court
decisions of the State of Texas. Nothing in this Contract is intended to abridge any rights or
immunities of any party.

7. LAW APPLICABLE TO CHDOS

Any community housing development organization purchasing property from the land bank
will have to comply with applicable property tax exemption requirements in the Texas
Property Tax Code.

8. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason be
held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
unenforceability shall not affect any other provision thereof and this Contract shall be
construed as if such invalid, illegal, or unenforceable provision had never been contained
herein.

9. IDEMNIFICATION

The parties agree that they shall each be responsible for their own negligent acts or omissions
or other tortious conduct in the course of performance of this Contract, without waiving any
sovereign or governmental immunity available to the Parties under Texas law and without
waiving any available defenses under Texas law. Nothing in this paragraph shall be
construed to establish a joint venture or create or grant any rights, contractual or otherwise, in
or to any third persons or entities.
May 6, 2004 DRAFT

10. CAPTIONS

The captions to various clauses to this Contract are for information purposes and shall not alter the substance of the terms and conditions of this Contract.

11. NOTICES

For purposes of administering the Contract, the parties shall be represented by the addresses for notices set forth in Parts 1, 2 and 3 hereof.

All notices, communications, and reports required or permitted pursuant to the Contract shall be personally delivered or mailed, postage prepaid, to the respective parties as follows, or to such other person(s) or addresses communicated as of three (3) days after mailing.

CITY: Director of Housing Department
      City of Dallas
      1500 Marilla Street, 6D North
      Dallas, Texas 75201

COUNTY Dallas County Judge
         Administration Building – 2nd Floor
         411 Elm Street
         Dallas, Texas 75202

PARKLAND
HOSPITAL
DISTRICT: Director of Real Estate and Leasing
            Dallas Independent School District
            PO Box 61
            3700 Ross Avenue
            Dallas, Texas 75204

DALLAS
COUNTY
SCHOOLS
DISTRICT:
May 6, 2004 DRAFT

12. VENUE

The obligations of the parties to this Contract are performable in Dallas County, Texas, and exclusive venue for any legal action in connection with this Contract shall lie in Dallas County, Texas.

13. ENTIRE AGREEMENT

This Contract embodies the complete agreement of the parties hereto relating to the matters covered herein, and cannot be modified except by written amendment executed by all parties to the Contract. No interlocal agreement heretofore entered into between the parties shall be construed to apply to the subject matter covered by this Contract, and such other interlocal agreements shall continue in full force and effect in accordance with their terms.

Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law, or regulations, will be automatically incorporated into the Contract without written amendment, and shall become effective on the date designated by such law or regulation.

Executed this _____ day of ______, 2004, by City, signing by and through its City Manager, duly authorized to execute same by City Council Resolution No. ___________ adopted on ____________, 2004, County, signing by and through its judge, duly authorized to execute same by Commissioner’s Court Order No. ___________ on ___________, 2004, Parkland Hospital District, signing by and through ____________, duly authorized to execute same by Parkland Hospital District Managers’ resolution No. ___________ on ____________, DISD, signing by and through its General Superintendent, duly authorized to execute same by Board Resolution No. ___________ on ___________, 2004, on ____________, 2004, Dallas County School District, signing by and through ____________, duly authorized to execute same by ____________, on ____________, 2004, and Dallas Community College District, signing by and through ____________, duly authorized to execute same by ____________, 2004.

APPROVED AS TO FORM:
MADELEINE B. JOHNSON
City Attorney

By: ______________________
Assistant City Attorney

CITY OF DALLAS, TEXAS
TEODORO J. BENAVIDES
City Manager

By: ______________________
Assistant City Manager

APPROVED AS TO FORM:

By: ______________________
Assistant District Attorney

DALLAS COUNTY:

By: ______________________
Judge
May 6, 2004 DRAFT

APPROVED AS TO FORM:

By: ____________________________
Legal Counsel

PARKLAND HOSPITAL DISTRICT

By: ____________________________

DALLAS INDEPENDENT SCHOOL DISTRICT

By: ____________________________
President of the Board of Trustees

ATTESTED:

By: ____________________________
Secretary of the Board

DALLAS COUNTY SCHOOLS DISTRICT

By: ____________________________

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

By: ____________________________
Legal Counsel
### Estimated Land Bank Costs Related to Tax Foreclosure

**County Personnel and Related Costs**

<table>
<thead>
<tr>
<th></th>
<th>03-04</th>
<th>04-05</th>
<th>05-06</th>
</tr>
</thead>
<tbody>
<tr>
<td>106 Cases</td>
<td>85 Sales</td>
<td>375 Cases</td>
<td>625 Cases</td>
</tr>
<tr>
<td><strong>03-04</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03-04 106 Cases</td>
<td>85 Sales</td>
<td>375 Cases</td>
<td>625 Cases</td>
</tr>
<tr>
<td><strong>05-06</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Estimated Personnel and Related Costs</strong></td>
<td>$27,024</td>
<td>$191,995</td>
<td>$236,799</td>
</tr>
</tbody>
</table>

- **Tax Court**
  - Court Administrator<sup>6</sup>
  - $25,749
  - 0
- **Tax Office**
  - Clerk<sup>8</sup>
  - 0
  - 41,550
  - 41,776
- **Sheriff's Office<sup>9</sup>**
  - Supplies
  - 1,275
  - 2,521
  - 4,201
  - Clerk and Part-Time Deputy
  - 0
  - 47,772
  - 47,772

<sup>6</sup> One full-time administrator plus $3,500 equipment and supplies beginning in year 2
<sup>7</sup> Year 1 – one full-time clerk, equipment and supplies for six months; year 2 – one full-time clerk; and year 3 – two full-time clerks
<sup>8</sup> One full time person for every 1000 cases filed, beginning year 2, and IT costs at $21 per job and 1 job/week/1000 cases
<sup>9</sup> Assumes Linebarger non-Land Bank sales at 45 per month
Exhibit B

Fees for Dallas County Costs and Services Related To Tax Lawsuits

**Costs of Court**
- Original Petition $130
- Original Citation $8
- Alias Citation $8
- Process Service per attempt $55
- Citation by Publication Issuance $8
- Citation by Publication Advertisement $500
- Intervention Fee $25
- Abstract of Judgment Issuance $8
- Order of Sale (Issuance and Service) $118
- Notice of Lis Pendens $14 for 1st page plus $2 for each additional page
- Abstract of Judgment Recording page $14 for 1st page plus $2 for each additional page
- Ad Litem As awarded by the Court

**Costs of Sale**
- Sheriff Publication $190
- Sheriff Certified Letter $6
- Posting Fee $20
- Levy Fees $110
- Sheriff Commission 10% of Judgment
- Deed Fee $18

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1 Citation by Publication Issuance Advertisement is an estimated cost; actual cost is that charged by the publication.
## Exhibit C

### Estimated Dallas County Costs and Projected Revenues

<table>
<thead>
<tr>
<th>County Personnel and Related Costs</th>
<th>03-04</th>
<th>04-05</th>
<th>05-06</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Cases</strong> &amp; <strong>Sales</strong></td>
<td>106</td>
<td>375</td>
<td>625</td>
</tr>
<tr>
<td>Tax Court</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Court Administrator¹</td>
<td>0</td>
<td>58,000</td>
<td>58,000</td>
</tr>
<tr>
<td>o Clerk²</td>
<td>$25,749</td>
<td>$42,152</td>
<td>$85,050</td>
</tr>
<tr>
<td>Tax Office</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Clerk³</td>
<td>0</td>
<td>41,550</td>
<td>41,776</td>
</tr>
<tr>
<td>o Citation by Publication⁴</td>
<td>13,250</td>
<td>46,875</td>
<td>78,125</td>
</tr>
<tr>
<td>o Sheriff Publication</td>
<td>16,150</td>
<td>57,000</td>
<td>95,000</td>
</tr>
<tr>
<td>Sheriff's Office</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Supplies</td>
<td>1,275</td>
<td>2,521</td>
<td>4,201</td>
</tr>
<tr>
<td>o Clerk and Part-Time Deputy</td>
<td>0</td>
<td>47,772</td>
<td>47,772</td>
</tr>
<tr>
<td><strong>Total Estimated Costs</strong></td>
<td>$56,424</td>
<td>$295,870</td>
<td>$409,924</td>
</tr>
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</table>

### Revenues - Costs of Court and Sale Paid by City or Land Bank⁶

<table>
<thead>
<tr>
<th>District Clerk</th>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Original Petition</td>
<td>$13,780</td>
<td>$48,750</td>
<td>$81,250</td>
</tr>
<tr>
<td>Original Citation (3 each)</td>
<td>2,544</td>
<td>9,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Alias Citation (3 each)</td>
<td>2,544</td>
<td>9,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Citation by Publication Issuance (25%)</td>
<td>216</td>
<td>752</td>
<td>1,256</td>
</tr>
<tr>
<td>Abstract of Judgment Issuance</td>
<td>848</td>
<td>3,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Order of Sale Issuance/Service</td>
<td>10,030</td>
<td>35,400</td>
<td>59,000</td>
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</table>

<table>
<thead>
<tr>
<th>Constable Office</th>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Citation by Publication Service (25%)</td>
<td>1,485</td>
<td>5,170</td>
<td>8,635</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>County Clerk</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice of Lis Pendens</td>
<td>1,908</td>
<td>6,750</td>
<td>11,250</td>
</tr>
<tr>
<td>Abstract of Judgment Recording</td>
<td>1,908</td>
<td>5,850</td>
<td>11,250</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tax Office</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Citation by Publication (25%)</td>
<td>13,500</td>
<td>47,000</td>
<td>78,500</td>
</tr>
<tr>
<td>Sheriff Publication</td>
<td>16,150</td>
<td>57,000</td>
<td>95,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sheriff's Office</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified Letter</td>
<td>468</td>
<td>1,650</td>
<td>2,750</td>
</tr>
<tr>
<td>Posting Fee</td>
<td>1,700</td>
<td>6,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Levy Fees</td>
<td>9,350</td>
<td>33,000</td>
<td>55,000</td>
</tr>
<tr>
<td>Sheriff Commission²</td>
<td>6,035</td>
<td>21,300</td>
<td>33,500</td>
</tr>
<tr>
<td>Deed Fee</td>
<td>1,530</td>
<td>5,400</td>
<td>9,000</td>
</tr>
</tbody>
</table>

**Total Estimated Fee Income**

$83,996 | $295,022 | $491,391

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¹ One full-time administrator plus $3,500 equipment and supplies beginning in year 2.
² Year 1 – one full-time clerk, equipment and supplies for six months; year 2 – one full-time clerk; and year 3 – two full-time clerks.
³ One full-time person for every 1000 cases filed, beginning year 2, and IT costs at $21 per job and 1 job/week/1000 cases.
⁴ Estimated advertisement cost of $300 for 25% of the cases filed.
⁵ Assumes Eriesbarger non-Land Bank sales at 45 per month.
⁶ Does not include Ad Litem fees that, although paid by the Land Bank, are not included as County costs, nor does it include process service that is anticipated to be handled by private service except for Citation by Publication service which is included. Intervention Fee is also not included as estimated routine revenue.
⁷ Sheriff Commission is 10% of the Judgment amount. It is estimated conservatively in that it does not include all potential costs that could be included in the Judgment.
May 18, 2004

TO: Commissioners Court

FROM: Earl Dedman, Project Coordinator 5-12-04

THROUGH: Dan Savage, Assistant Administrator for Operations

SUBJECT: George L. Allen Sr. Civil Courts Building Addition and Renovation Proposed Change Order No. 5


IMPACT/OPERATIONS: Haws and Tingle is well into the work on the George Allen Sr. Courts building project. The Haws & Tingle contract currently does not include any work in the existing jail but does include an upgrade of the fire alarm system in the non-jail areas of the existing building. The fire alarm system in the existing portions of the building will be similar in function, scope operation and equipment to the fire alarm system in the new building addition.

In 1998, Dallas County removed and replaced the fire alarm system to code at the Old Jail for a total cost of $327,958.00.

This proposed change order adds the upgrade of the existing jail fire alarm system (to make it compatible with the remainder of the GACB) to the Haws & Tingle contract at a reasonable price compared to previous system upgrades. This action will allow the existing jail to have an updated fire alarm system that uses the same devices and equipment as the new addition and renovated building. This jail upgrade does not enhance the existing system capabilities, but it does upgrade the devices so they can be integrated into the overall building system and maintenance parts will be compatible with the rest of the building. The existing jail fire alarm panel is obsolete and parts are not available.

The jail fire alarm system will be installed by the same sub-contractor installing the system in the new and existing building. By using the same sub-contractor, the County is assured of system compatibility and seamless interface between the new, existing and jail portions of the GACB.

LEGAL: N/A

M/WBE INFORMATION: N/A
FINANCIAL IMPACT: The total cost of Change Order No. 5 to the Haws and Tingle contract is $94,124.00. This Change Order No. 5 will be charged against Fund 126.0.0.2004 (Permanent Improvements, Year 2004).

Amount original contract amount $38,291,000.00
Change Order No. 1 -0-
Change Order No. 2 ($10,851.00)
Change Order No. 3 -0-
Change Order No. 4 $1,482.00
Proposed Change Order No. 5 $94,124.00
Total Revised Contract Amount $38,375,755.00

RECOMMENDATION: It is recommended that the Commission Court authorize Change Order No. 5 to the Haws and Tingle contract for the addition and renovation of the George Allen Courts building, in the amount of $94,124.00 and the County Judge to sign on behalf of Dallas County.

Approved by:

Jim Barrett, Assistant Director, Facilities
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 P607.

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)

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

PROPOSAL REQUEST NO.: 27

DATE OF ISSUANCE: 03/23/2004

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 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 a cost proposal to update the existing fire alarm system in the George Allen Courts Building addition by replacing the existing Simplex panel with a new addressable panel which will fully network with the new fire alarm system to be installed in the George Allen Courts Building addition. This is not a desire to bring the existing jail fire alarm system up to code, but rather make it compatible with the new systems being provided in the George Allen Courts Building system. Existing devices will be replaced with new devices on a one-for-one basis.

Attachments:
(List attached documents that support description.)

REQUESTED BY:
Earl Dedman, Project Representative
(Signature)

(Printed name and title)

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Electronic Format G709 - 1993
CHANGE ORDER / PROPOSAL QUOTATION

PROJECT: George L. Allen Sr. Civil Courts Bldg.
QUOTE NO.: 29
DATE QUOTED: 04/28/04

PROJECT NO.: 23005
DAYS ALLOWED FOR APPROVAL: 
EXPIRATION DATE: 04/28/04
ADDITIONAL DAYS FOR COMPLETION OF THE CONTRACT: 0

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

DESCRIPTION:
Jail Fire Alarm Update to ensure system compatibility with system as specified per Firetrol Protection Systems Inc. Quote dated 3-12-04.

This quote includes retrofit of fire alarm devices in existing locations only and no amount is included for removal or replacement of existing walls ceilings finishes etc. It is our understanding that none is required.

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<tr>
<th>SUBCONTRACTORS / VENDORS</th>
<th>SUB / VENDOR WORK DESCRIPTION</th>
<th>AMOUNT:</th>
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<tr>
<td>Premier Electric</td>
<td>Firetrol Quotation dated 3-12-04</td>
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SELF PERFORMED WORK

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TOTAL REQUEST AMOUNT: $94,124

DISTRIBUTION

Signed By: [Signature]
Kem Wilson, Project Manager
Date: 4/28/04
May 6, 2004

TO: The Honorable Commissioners Court

FROM: Willa Roberts, Purchasing Supervisor

SUBJECT: Sole Source Provider and Retrofitting of Henry Wade Ice Storage Tanks

Background
There are ten (10) CALMAC underground ice storage tanks at the Henry Wade Juvenile Justice Center (HWJJC). These tanks store ice and are used to supplement the building's HVAC system. The tanks were installed in 1993 by CALMAC Manufacturing Corporation. Inspections of the tanks have revealed leaking that renders the units unusable.

The tanks' interior components currently leak and efforts to repair the leaks by Dallas County staff and Trane, the local CALMAC representative, have not been successful. Consultation with the manufacturer suggests the generation of tanks we have had little, if any, permanent successes with repair attempts. As a result of the consultation with the manufacturer, it is recommended that the best solution is in refitting the tanks in a manner that will make them virtually new and maintenance free.

CALMAC Manufacturing Corporation has the proprietary rights to the retrofitting methodology. This methodology has not been provided to its local representatives at this time. The storage tanks that are currently being produced are manufactured with this methodology. CALMAC has established a schedule for performing the retrofits to owners of the older model tanks. CALMAC is the Sole Provider for the Ice Storage Tank Service and there are no other known sources.

Operational Impact
The tanks provide ice that is the equivalent of a second chiller that is used to cool the entire facility. The use of the ice storage tanks rather than another chiller results basically in "free" cooling for the building. Not having this additional capacity could limit the ability to cool the building during high demand periods of hot weather.

Fiscal Impact
The cost of refitting the ten (10) tanks is estimated to be about $27,100. Funds are available in the Permanent Improvement Fund (126.2004).

Recommendation
In accordance with Texas Local Government Code 262.024 (a) (7) (d), "Exemptions," it is recommended by Facilities Management in concurrence with the Purchasing Department, that the Commissioners Court grant a sole source award to CALMAC Manufacturing Corporation as the sole provider for the Ice Storage Tank Services.

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

Approved by:

[Signature]

Phillip J. Vasquez, Purchasing Director

cc: Jesse Darrett, Facilities Management

509 Main Street, Suite 623
6th Floor Records Building

Dallas, Texas 75202-4616
Office (214) 653-7431
May 11, 2004

To: Commissioners Court

Through: Ryan Brown
          Budget Officer

From: Greg Allbright
       Senior Budget & Policy Analyst I

Subject: HB1287 grant funds - DIVERT Court

Background
The Office of the Governor, Criminal Justice Division, has announced the availability of grant funds under HB1287 (77th Legislature). These funds are dedicated to drug courts in Texas. In order to apply for these funds the DIVERT Court is requesting Commissioners Court approval to submit the grant application. The application requesting funding for the DIVERT Court is due June 5, 2004. The purpose of this briefing is to discuss this grant application and to make a recommendation regarding its submission.

Operational Impact
The CJD grant requests funding to continue current staffing levels. The grant will only fund personnel costs and will not pay for treatment costs. DIVERT Court staff funded by the grant includes two full-time LCDC Counselors and two administrative staff positions.

DIVERT has served more than 820 participants since 1998, with an average monthly capacity of about 113. Of the participants admitted in the past year, 60% have graduated. A recent study by faculty and students at Southern Methodist University found that recidivism for all DIVERT participants (graduates and dropouts) was reduced by 43% over the comparison group at 27 months.

Financial Impact
The grant requests funding of $203,463 with no cash match. There is no requirement that the County continue the program upon the end of CJD funding.

Recommendation
The Office of Budget and Evaluation recommends submission of the grant application to the Governor’s Office Criminal Justice Division for funding of salaries for the DIVERT Court in the amount of $203,463 for the period September 1, 2004 through August 31, 2005.
### Grant Budget Form

**1. a) Legal Name of Organization:** Dallas County  
**b) Title of Project:** Drug Intervention Court  
**c) Grant Period:**  
From: 9/1/2004  
To: 8/30/2005  
**d) Grant Number:** DC-03-A10-16042

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<tr>
<th>2. ENTER Minimum Match Percentage (If Applicable):</th>
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<td>4. ENTER Program Income Applied to this Budget (If Applicable):</td>
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#### BUDGET DETAIL

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**SUPPLIES AND DIRECT OPERATING EXPENSES**  
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**INDIRECT COSTS (the Direct Costs Against Which the Indirect Rate is Charged)**  
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**Total Match:** $0  
**Actual Match Percentage Applied to this Budget:** 0.00%  
**Grant Number:** DC-03-A10-16042
Grant Coversheet Form

1. ENTER the legal name of the organization:
   Dallas County

2. ENTER the title of the project:
   Drug Intervention Court

3. ENTER the division or unit to administer the project:
   DIVERT Court Program

4. ENTER the agency’s State Payee Identification Number:
   75-6000905

5. a) Is the applicant organization delinquent on any State or Federal debt? (SELECT One):
   No

6. ENTER the date of the last audit:
   FY08

7. ENTER the grant period (ex: mm/dd/yyyy):
   From: 9/1/2004 To: 8/30/2005

8. SELECT the funding source:
   Drug Court Program (state)

9. Budget Information (figures filled in from Budget Form):
   
<table>
<thead>
<tr>
<th>CJD Funds</th>
<th>Cash Match</th>
<th>In-Kind</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>$203,463</td>
<td>$0</td>
<td>$0</td>
<td>$203,463</td>
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</tbody>
</table>

10. a) Is this a local or regional project? (SELECT One):
    Yes

11. If you marked “No”, for Step 10. a); is this application subject to a regional COG prioritization process? (SELECT One):
    No

12. a) ENTER the Authorized Official Information:
    Title (Mr., Ms., Dr., Judge, etc.): The Honorable
    Name: Margaret Kelther
    Position: County Judge
    Address: 411 Elm Street, 2nd Floor
    City/State/Zip: Dallas TX 75202
    Telephone: (214) 653-7555 Fax: (214) 653-5585
    E-mail: mkelther@dallascounty.org

b) ENTER the Project Director Information:
    Name: Marsha Edwards
    Position: Program Manager DIVERT Court
    Address: 133 North Industrial, LB4
    City/State/Zip: Dallas TX 75237
    Telephone: (214) 653-5340 Fax: (214) 653-5347
    E-mail: mnedwards@dallascounty.org

c) ENTER the Financial Officer Information:
    Name: Virginia Porter
    Position: Dallas County Auditor
    Address: 407 Records Building, 4th Floor
    City/State/Zip: Dallas TX 75202
    Telephone: (214) 653-5472 Fax: (214) 653-5440
    E-mail: vporter@dallascounty.org

13. SELECT your organization type based on the list of eligible applicants by fund source:
   County

14. a) SELECT the headquarters county:
   Dallas

b) LIST the cities and counties within the service area:
   Offenders charged with felony offenses filed in Dallas County - offenders may live in surrounding counties including Ellis, Tarrant, Collin, Denton and Kaufman

15. FOR COG USE ONLY
    a) Is this application shared with another COG? ENTER "Yes" or "No":
    Yes

d) State Application Identifier (SAI #) or COG Application ID:

b) CPTN #:

c) Priority #:

May 18, 2004

MISCELLANEOUS

1) 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 Alex Caraveo, Nina Schultz, Phillip Dunlap, Christina Marshall, Erika Thompson, and Christine Powers, law students who will be working pro bono in the 101st District Court beginning May 17, 2004 through August 1, 2004 as a law clerk intern.

   b) reduced cost parking at the juror rate of $3 per day at the George L. Allen, Sr. Courts Building Underground Parking Garage for Ashley Bowline beginning May 10, 2004 through June 11, 2004 and Akbar Asharia beginning June 11, 2004 through July 14, 2004, law students who will be working pro bono in the 44th District Court as law clerk interns.

2) FACILITIES MANAGEMENT DEPARTMENT - requests approval for:

   a) to proceed with modifications to the fourth floor of the Administration building at 411 Elm. This work has been requested by the Public Works Department. The minor modifications include the construction of a partial wall enclosure creating an office space. Estimated cost is $3,100. Funds are available in Road Bond Series, Building Improvements, FY1998, (00418.8130.1998).

   b) for validated parking for approximately 250 automobiles at the Frank Crowley Courts Building from 1:00 p.m. to 4:30 p.m. on May 24, 2004 for employees who are required to attend a departmental meeting/training session. This is on a non-jury day and the session will be held in the Central Jury room. Commissioners Court Administration recommends that validated parking be provided.
3) **DATA SERVICES** - requests approval to upgrade the County’s software license for XXCOPY-Pro from 20 servers to 40 servers. The software is used for mirroring/backing-up data for servers in different physical locations and the current license has reached its limit. The total annual cost is $396.80 (an increase of $76.80 over the current cost). Funding is available in the General Fund, IT Services Department, Maintenance Contracts Account, FY Budget 2004, (00120.1090.06520.2004). Recommended by the MIS Director.

4) **ROAD & BRIDGE DISTRICT 4** - requests permission to accept a $20,000 contribution from URS to host a TEX 21 event benefitting the general interest of Dallas County. The Auditor’s Office will create a special escrow account to receive this contribution and pay all expenses. Recommended by the Office of Budget and Evaluation.

---

**TRAVEL REQUESTS**

5) **PUBLIC WORKS DEPARTMENT** - requests approval for:

a) Antoinette Bacchus, Alberta Blair-Robinson, Irvin Griffin, John Mears, and Abel Saldana to attend and participate in the Ethics Training Course in Ft. Worth, Texas on September 16, 2004 and use of a County vehicle with gas credit cards: $125 (registration fees) is available in General Fund, Public Works Department, Conference/Staff Development Account, FY Budget 2004, (00120.02010.02050.2004).

b) Donald Holzwarth, Alberta Blair-Robinson, Selas Camarillo, Noah New, Jr., and Sam Wilson to attend and participate in the 7th Annual “Texas Transportation Summit” in Irving, Texas on August 10-13, 2004: $1,750 (registration fees) is available in General Fund, Public Works Department, Conference/Staff Development, FY Budget 2004, (00120.02010.02050.2004).

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

a) Thomas J. Davis to attend the 2004 Annual National Network of STD/HIV Prevention Training Centers meeting in Austin, Texas on June 1-4, 2004: $792 is available in Grant Fund, STD Training/CDC Department, Conference Training Account, FY Budget 2004, (00466.08900.02460.2004).
b) Mary McLaud to attend the 2004 Annual National Network of STD/HIV Prevention Training Centers meeting in Austin, Texas on June 1-4, 2004: $792 is available in Grant Fund, STD Training/CDC Department, Conference Training Account, FY Budget 2004, (00466.08900.02460.2004).

c) Mabel Davis to attend the 2004 Annual National Network of STD/HIV Prevention Training Centers meeting in Austin, Texas on June 1-4, 2004: $792 is available in Grant Fund, STD Training/CDC Department, Conference Training Account, FY Budget 2004, (00466.08900.02460.2004).

d) Dianne Blocker to attend the 2004 Annual National Network of STD/HIV Prevention Training Centers meeting in Austin, Texas on June 1-4, 2004: $761 is available in Grant Fund, STD Training/CDC Department, Conference Training Account, FY Budget 2004, (00466.08900.02460.2004).

e) Monica Tunstle-Garrett to attend and present at the Street Outreach Workers Conference in Austin, Texas on June 6-7, 2004 at no cost to Dallas County.


g) Jeff Jordan, Laura Dennis Wolfgang, Karin Petties, David Huse, and Dr. Michael Noss to attend the Ryan White Care Act 2004 Grantee Conference in Washington, D.C. on August 22-27, 2004: $6,324.60 is available in Grant Fund, Ryan White Title Department, Conference Account, FY Budget 2004, (00466.65502.04210.2004) and $4,365.40 is available in Grant Fund, RWPC-Title I Department, Conference Account, (00466.65504.04210.2004).

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

MISCELLANEOUS EQUIPMENT

(1) DEPARTMENT: 1210 Elections Department
ITEMS: 1- Simplex Time Clock
ESTIMATED COST: $550
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 00120.1210.02090.2004 (General Fund, Elections Department, Property Less than $5,000, FY2004)
PROPOSED ACTION: Elections Department requests authorization to purchase a simplex time clock that is used to clock-in election related documents to replace a broken and un-repairable time clock. Recommended by the Office of Budget and Evaluation.

(2) DEPARTMENT: 1035 Tax Assessor/Collector
ITEMS:
1 - HP Office Jet 9120 ($854)
1 - Office 2003 Win32 English Disk Kit ($26)
1 - Office 2003 Win32 English MVL ($248)
1 - Standard PC Mini Tower w/ software ($1,064)
1 - 5 Outlet Power Center Surge Suppressor ($41)
1 - 8 Outlet TLP810NET Surge Protector ($41)
ESTIMATED COST: $2,274
FUNDING SOURCE: FY2004 VIT Fund Budget
EXPENDITURE SOURCE: The Tax Assessor/Collector requests to purchase the above listed computer equipment from the Vehicle Inventory Tax Fund. Funds were budgeted in FY2004 VIT funds for the purchase of computer hardware and software. Recommended by the Office of Budget and Evaluation.

(3) DEPARTMENT: 4832 Justice of the Peace Ellis
ITEMS: 1 - Microwave
ESTIMATED COST: $150
FUNDING SOURCE: DDA
EXPENDITURE SOURCE: 00120 4832 02090 2003 (General Fund, Justice of the Peace Court 3-2 Department, Property under $5,000 FY2004)
PROPOSED ACTION: Justice of the Peace Ellis is requesting to purchase a replacement microwave from the court's DDA. The requested equipment will be utilized by court staff. Recommended by Office of Budget & Evaluation.

(4) DEPARTMENT: 3152 Sheriff's Office, Food Services Division
ITEMS: 1 - National School Lunch Program Software
ESTIMATED COST: $900
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 00120 3152 02095 2004 (General Fund, Food Services Division, Computer Software, FY2004)
PROPOSED ACTION: The Sheriff's Office, Food Services Division, is requesting Commissioners Court approval to purchase new software for the National School Lunch/School Breakfast Program (NSLP). The NSLP reimburses the County between $700,000 to $850,000 because of the County's participation in the program. The Texas Department of Human Services determined that the software currently utilized by the Food Services Division does not meet one of the six approved packages. In order to continue to receive funds from the NSLP, the Food Services Division must change their software to a program approved by the NSLP. Recommended by the Office of Budget and Evaluation.

(5) DEPARTMENT: 3220
ITEMS: Constable Precinct 2, Constable Gothard
ESTIMATED COST: 1 - Video Camera
$3,380
FUNDING SOURCE: Reserves and Contingency, Furniture and Equipment
EXPENDITURE SOURCE: 00120.3220.02090.2004 (General Fund, Constable Precinct 2, Property Less Than $5,000, FY2004)
PROPOSED ACTION: Constable Precinct 2, Constable Gothard, is requesting Commissioners Court approval to replace a grant funded video camera used by a warrants officer. The grant funded camera was destroyed in a September 2003 car accident. The Constable vehicle was rear ended by another vehicle. Recommended by the Office of Budget and Evaluation.

(6) DEPARTMENT: Divert Court
ITEMS: Computer
ESTIMATED COST: $1,775
FUNDING SOURCE: Criminal Justice Division Grant Funds
EXPENDITURE SOURCE: Grant Fund
PROPOSED ACTION: The Divert Court requests authorization to replace an existing computer using budgeted grant funds. The cost includes one standard PC, 17 inch monitor, network drops, and Microsoft Office. Recommended by the Office of Budget and Evaluation.
TELECOMMUNICATIONS REQUEST

**Juvenile** M-0404049 requests to install a single-line to be used with a fax for the nursing staff. Installation: $41.50; no monthly service increase. **Recommended.**

**Elections** M-0404026 requests to upgrade eight single-line phones to multi-line phones to better handle incoming calls. Equipment: $304.00; labor covered by contract; no monthly service increase. **Recommended.**

**District Attorney** - requests:
M-0404041 to replace a multi-line phone with a single-line phone to allow the use of better volume control on the 11th floor of the FCCB. Equipment: $38.00; labor covered by contract; no monthly service increase. **Recommended.**

M-0404050 to upgrade extension 3654 from a single-line to a multi-line phone and relocate to room A3 on the 10th floor of the FCCB. Installation: $41.50; no monthly service increase. **Recommended.**

**254th District Court** D-0403030 requests to install a data-line on the 5th floor of the GACB room 546 to provide access to the network. Installation: $117.40; no monthly service increase. **Recommended.**

**Criminal Court # 7** D-0403029 requests to install a data-line cable in room A25 on the 4th floor of the FCCB to relocate existing network location. Installation: $58.75; no monthly service increase. **Recommended.**

**Health & Human Services** - requests:
M-0403071 to install a phone line in room 748 on the 7th floor to relocate the fax to new location. Installation: $41.50; no monthly service increase. **Recommended.**

D-0403013 to install a data-line cable in the STD Training center to provide access to the network. Installation: $58.75; no monthly service increase. **Recommended.**

**Engineering** M-0403033 requests to rerun a phone line from the PBX to the Decker IDF to restore the emergency phone service for elevators 1,2,3 & 4. Installation: $60.50; no monthly service increase. **Recommended.**

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