I. INTRODUCTION

Dallas County is requesting Statements of Qualifications for Professional Construction Project Management and On-Site Project Representation for the Jail Medical/Mental Health Modifications project, pursuant to the applicable provisions of the V.T.C.A. Government Code, Chapter 2254, Subchapter A, Professional Services.

II. SCOPE OF PROJECT

Dallas County plans to renovate approximately 140,000 square feet in the existing North Tower Jail to create a centralized medical/mental health infirmary, including medical clinic space, a full-service pharmacy, and medical staff offices. In addition, the project will provide updated space for law enforcement needs, site security and a central visitor screening building. It is the County’s plan to perform this work through a Construction Manager at Risk (CMAR) procurement process. The project architect, HDR Architecture, Inc., will prepare design documents which will provide performance specifications and programming information for all aspects of the project.

Dallas County is seeking professional construction project management and owner representation services to oversee this project.

III. SCOPE OF SERVICES

This work will involve a full range of services beginning with CMAR team selection, contract negotiation, design and cost review, construction, commissioning, move-in, and project close-out. Throughout the engagement, the selected firm’s customer will be the Dallas County Commissioners Court.

The disciplines, experience and expertise required to perform this work include, but are not limited to:

A. Design Review
B. Construction Cost Review
C. Construction Project Management
D. Owner Project Representation and Construction Site Review

The Scope of Services shall be divided into the following phases:

A. CMAR Team Selection
B. Design Validation
C. Construction Cost Validation
D. Construction Project Management
E. Project Commissioning and Close-out

The work in each phase will be completed and approved by Commissioners Court before the work in the subsequent phase begins.
A. **TASK I - CMAR TEAM SELECTION**

1. The County proposes to complete this project using the Construction Manager at Risk (CMAR) procurement process. During this phase, the County will issue a Request for Qualifications (RFQ) for CMAR teams interested in the project. The Project Manager will participate with County staff in evaluating the responses to the RFQs. This will include reviewing the proposed guaranteed maximum price that will be included in the CMAR contract.

B. **TASK II - DESIGN VALIDATION**

1. The Project Manager will work with County staff and the CMAR team to review the proposed design of each building during the schematic design, detailed design and construction document development. The Project Manager will insure that the construction plans and specifications meet the minimum requirements set forth in the Owner’s program documents.

C. **TASK III - CONSTRUCTION COST VALIDATION**

1. The Project Manager will review the CMAR team’s construction cost estimate in detail and evaluate each cost component in the schedule of values to determine that the County receives a quality product and a competitive price. As part of the review, the Project Manager will work with the County staff and the CMAR team to conduct a value engineering review of the project. The Project Manager will prepare a construction cost validation report that certifies that the construction cost is complete and accurate and the proposed design meets the minimum requirements set forth in the Owner’s program documents.

D. **TASK IV - CONSTRUCTION PROJECT MANAGEMENT**

1. During construction, the Project Manager shall provide on-site project representation for the County and coordinate work and, as needed, schedules among the CMAR team, the County staff, the testing agencies, and any regulatory agencies that have oversight of the project. The Project Manager shall focus on cost, schedule, and quality issues related to each project. The Project Manager shall prepare and maintain appropriate logs, records and reports necessary to document progress on each project, shall prepare change orders, review payment applications, draft briefings, and prepare monthly progress reports on each project. The Project Manager will work with County staff to review Requests for Information, Proposed Changes and Contractor Submittals. The Project Manager shall schedule and run regular progress meetings on each project and shall review the minutes of those meetings prepared by the CMAR team.
E. TASK V – PROJECT COMMISSIONING AND CLOSEOUT

1. Near the conclusion of the project, the Project Manager shall establish a time frame and set of requirements for completion of the work. The Project Manager shall coordinate with the CMAR contractors and County staff to facilitate commissioning, training and move-in procedures. The Project Manager shall insure that all final inspections are made and that a final certificate of occupancy are obtained before processing final payment and project closeout documents. The Project Manager shall also insure that the County receives final as-built plans, warranty documents, and training manuals from the CMAR contractor.

IV. GENERAL PROVISIONS

A. Ambiguity, Conflict or Other Error in the SOQ. If the Proposal Firm discovers any ambiguity, conflict, discrepancy, omission or other error, in the SOQ, it shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing an addendum. Written notice will be given to all parties who have been furnished with the SOQ without divulging the source of the request for the modification.

If the Proposal Firm fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the SOQ known to it, the Firm shall not be entitled to additional compensation or time by reason of the error/ambiguity or the late resolution of it.

The County may also modify the SOQ, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an addendum to all parties who have received the SOQ. All addenda will be numbered consecutively beginning with number one.

B. Duration of Solicitation. All Proposals will be valid from the submission date until termination of the Contract, including any extension thereof, and shall constitute a continuing irrevocable offer to Dallas County for that period. Proposer certifies and warrants that the information contained in any response to this Solicitation is true and correct when made and shall continue to be true and correct during the above time period or until such time as Proposer shall notify County in writing of any change in circumstance which may or could affect the determination of the qualifications of the Proposer, specifically including, but not limited to those items required to be furnished herein.

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

D. Selection of Multiple or Subsequent Vendors. In accordance with Texas Government Code 2254.004, if agreement cannot be reached with the most highly qualified provider of
Professional Construction Project Management services, the County shall formally end negotiations, and may select the next most qualified provider and attempt to negotiate a contract with that provider at a fair and reasonable price. This process shall continue until a contract is entered into with a qualified provider or the County, in its sole determination, determines that it is not in the County’s best interest to continue such process.

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

F. Proposal Preparation Cost. The costs for developing proposals are entirely the responsibility of the Proposal Firm and shall not be charged to the County of Dallas.

G. Signature of Proposal. A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposal Firm contractually.

1) If the Proposal Firm is a corporation, the legal name of the corporation shall be provided with the signature of the officer or officers authorized to sign on behalf of the corporation and corporate resolution authorizing such signature.

2) If the Proposal Firm is a partnership, the true name of the Firm shall be provided with the name of all partners and the signature of the partner or partners authorized to sign. If the Proposal Firm is an individual that individual shall sign.

3) If a signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or an equivalent document must be submitted to the County prior to the submission of the proposal or with the proposal.

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

I. Proposal Obligation. The contents of the proposal and any clarification of it submitted by the selected Firm may become part of the contractual obligation and incorporated by reference into the ensuing contract.

J. Implied Requirements. Products and services not specifically mentioned in this SOQ, but which are necessary to provide the functional capabilities described by the Proposal Firm, shall be included in the proposal.

K. Withdrawal of Proposal. The Proposal Firm may withdraw their proposal by submitting a written request for its withdrawal over the signature of an authorized individual (as described in the above paragraph G, (Signature of Proposer), to the Purchasing Agent anytime prior to the submission deadline. The Proposal Firm may thereafter, prior to the deadline, submit a new proposal. Modifications offered in any manner, oral, or written, will not be considered if submitted after the deadline.

L. Ownership of Proposal. All proposals become the property of Dallas County and will not be returned to the Proposal Firm.

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SOQ No. 2011-XXX-XXXX
M. Term of Contract. It is intended that the initial contract will be awarded for the Task I services. The county, at its sole option may extend and negotiate it to include the Task II, Task III, Task IV, and Task V services.

N. Contractual Development. Upon completion of negotiations with the highest rated Firm for this request, Dallas County will enter into a Dallas County Contract for Construction Management Services with the highest rated firm with whom a fair and reasonable price can be negotiated, as may be determined by Dallas County at its sole discretion. Further, each provision of the Contract is incorporated herein as a requirement of the SOQ.

O. Non-Performance. Non-performance of the Construction Manager in terms of specification or non-compliance with terms of the Contract shall be basis for termination of the Contract by the County. Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under the Contract, by giving thirty (30) days written notice to the Architect/Engineer with the understanding that all work being performed under the Contract shall cease upon the date specified in such notice. Obligation of the County to pay for work, professional services, professional opinion, equipment, services or supplies is conditioned upon strict compliance of each, every and all terms and conditions of the SOQ, including but not limited to the Contract. County will not pay for work, professional services, professional opinion, equipment, services or supplies rendered or furnished which are not in strict compliance with the terms of the SOQ, including but not limited to the Contract and all other exhibits attached thereto and the Construction Manager’s response to the SOQ. Construction Manager may be given a reasonable opportunity prior to termination to correct any deficiency. This, however, shall in no way be construed as negating the basis for termination for non-performance.

P. Collusion. The selected Firm will be required to provide an affidavit that he/she has not conspired with other potential Firms in any manner to attempt to control competitive solicitation for these services. This paragraph does not, however, preclude two or more Firms from presenting a combined or joint SOQ.

V. INSURANCE

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

A. Insurance.

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


1) Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement. TWCC-81, TWCC-82, TWCC-83, or TWCC-84, showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

2) Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

3) Persons providing services on the project ("subcontractor" in Article 406-096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless or whether that person has employees. This includes, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.

c. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, and Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

e. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity.

1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing service on the project; and
2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

g. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers’ Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

i. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project:

2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project:

3) Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project:

4) Obtain from each other person with whom it contracts, and provide to the Contractor:

   a) certificate of coverage, prior to the other person beginning work on the project; and

   b) coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project;

5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter:
6) Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7) Contractually require each person with whom it contracts, to perform as required by paragraphs I.1 - I.7, with the certificates of coverage to be provided to the person for whom they are providing services.

j. By signing this contract to providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach with ten (10) days after receipt of notice of breach from the governmental entity.

2. **Commercial General Liability.** Commercial General Liability Insurance coverage shall carry limits of Five Hundred Thousand and 00/100 Dollars ($500,000.00) for bodily injury and property damage per occurrence with a general aggregate of Five Hundred Thousand and 00/100 Dollars ($500,000.00), and a products and completed operations aggregate of One Hundred Thousand and 00/100 Dollars ($100,000.00). There shall not be any policy exclusion or limitations for contractual liability covering the Contractor's obligations herein; personal injury/advertising liability; medical payments; fire damage legal liability; broad form property damage, and/or liability for independent contractors.

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.

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 One Hundred Thousand and 00/100 Dollars ($100,000.00) each person and Three Hundred Thousand and 00/100 Dollars ($300,000.00) each accident for bodily injury and One Hundred Thousand and 00/100 Dollars ($100,000.00) each occurrence for property damage for a combined single limit for bodily injury and property damage liability of not less than Four Hundred Thousand and 00/100 Dollars ($400,000.00).

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.
Professional Liability – Insurance Requirements. Proposer 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 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 $1,000,000 single limit, with certificates evidencing such coverage to be provided to the County prior to the commencement of any work.

B. Certificates of Insurance. Before commencing with the Contract, the contractor shall deliver to the County of Dallas, Texas, Certificates of Insurance satisfactory to the County, or, as and when the County may direct, copies of the actual insurance policies, to the County at the address as shown below:

Dallas County, Texas
Engineering & Project Management
600 Commerce Street, 9th Floor, Suite 900
Dallas, Texas 75202

from each insurance company evidencing that insurance as required by paragraph (A)(Insurance), and all subparagraphs to (A) above, is in force, stating policy numbers, dates of expiration, and limits of liability there under. All copies of policies and Certificates of Insurance submitted to County shall be in form and content acceptable to County.

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

D. Additional Insured Endorsement. The policy or policies providing commercial general liability, automobile liability and as required above, shall be endorsed to name the County of Dallas, Texas, County Judge, County Commissioners, elected officials, department heads, other officials, employees, and/or assigns as additional insured as respects operations performed by or on behalf of the Proposer/Contractor in performance of this Solicitation or Contract, inclusive of any Work Order. Such policy shall contain an endorsement that the “other insurance” clause shall not apply to Dallas County, Texas, its County Judge, County Commissioners, elected officials, department heads, other officials, employees, and/or assigns.
E. **Notice of Cancellation or Material Change.** Policies and/or certificates shall specifically provide a thirty (30) day notice by U. S. Mail, Certified, Return Receipt Requested of cancellation, non-renewal, or material change to be sent to the County at the address shown above.

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

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

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

I. **Survival.** Notwithstanding any other provision contained herein, in any agreement, contract, work order or other agreement, the provisions contained in the INSURANCE section shall survive the termination of this SOQ, or any contract, agreement, work order or any other agreement.

**VI. INDEMNIFICATION**

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

A. Approval and acceptance of Proposer’s/Contractor’s work by the County or other approving governmental authority shall not constitute nor be deemed a release of the responsibility and liability of the Proposer/Contractor, its employees, contractors, subcontractors, agents and consultants for the accuracy and competency of their work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County or other governmental authority for any defect, error or omission in the work prepared by the Proposer/Contractor, its employees, subcontractors, agents or consultants. In this regard, the Proposer’s/Contractor’s 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 $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.
B. Other than for professional Liability claims, to the fullest extent allowed by law, 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 "Indemnitees") 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 Indemnitees because of injury (including death) or damage to property (whether real, personal or inchoate), to the extent arising out of or in any way related (whether directly or indirectly, causally or otherwise) to: (1) the performance of, attempted performance of, or failure to perform, operation or work under this Contract by Consultant, its subcontractors and/or any other person or entity; (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 County, Consultant, or any other person or entity) 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-delegatable duty. Consultant further agrees to defend (at the election of any Indemnitee) against any claim, demand, action or suit for which indemnification is provided hereunder.

In no event does the County require or consultant agree to indemnify or hold harmless the County for claims or liability resulting from the gegelegence acts of omissions of the Count or its employees

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

D. Notwithstanding any other provision contained herein, in any agreement, contract, work order or other agreement, the provisions contained in this INDEMNIFICATION section shall survive the termination of this SOQ, or any contract, agreement, work order or any other agreement.
VII.

POLICY FOR SELECTION OF AWARD

Selection shall be based upon demonstrated competency and qualifications to perform the services contemplated herein. The proposals submitted will be based on qualifications for the services to be performed. The overall selection will be evaluated by the Selection Committee, on the following criteria:

<table>
<thead>
<tr>
<th>Criteria Description</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Qualifications and Experience (40 points)</td>
<td></td>
</tr>
<tr>
<td>a. Experience with similar projects</td>
<td>20</td>
</tr>
<tr>
<td>b. Experience of Project Manager, on-site project construction manager and project team</td>
<td>20</td>
</tr>
<tr>
<td>2. Quality of Response and Approach (45 points)</td>
<td></td>
</tr>
<tr>
<td>a. Personnel assigned to project</td>
<td>30</td>
</tr>
<tr>
<td>b. Proposed approach, attention to critical issues and resources committed</td>
<td>15</td>
</tr>
<tr>
<td>3. Female and Minority Participation (15 points)</td>
<td></td>
</tr>
<tr>
<td>a. Certified MWBE firm</td>
<td>6</td>
</tr>
<tr>
<td>b. MWBE involvement as sub-consultants, subcontractors or suppliers</td>
<td>6</td>
</tr>
<tr>
<td>c. Female and minority employees assigned to project</td>
<td>3</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

The selection committee will be comprised of:

Commissioners Court Administration – Designated Representative
Engineering & Project Management – Designated Representative
Facilities Management – Designated Representative
Quality Assurance – Designated Representative
Sheriff’s Department – Designated Representative
Dallas County Hospital District (Parkland) – Designated Representative

MWBE Evaluation: The MWBE section will be scored by the Dallas County MWBE Coordinator using the Dallas County MWBE policy.

VIII.

PRE-SUBMITTAL CONFERENCE

A pre-submittal conference to assure that all interested firms have a common understanding from which to work will be held as follows:

DATE: [enter date] @ 1:30 p.m.
LOCATION: Dallas County Commissioners Court Room – 411 Elm Street, 1st Floor, Dallas, Texas 75202
IX.

DELIVERY OF PROPOSALS

The proposal firm shall submit one original and eight (8) copies of the letter of qualifications/proposal. To be considered, the sealed envelope shall be clearly marked (on the outside of the envelope or package) with the following:

SOQ NO. 2011-XXX-XXXX, “RESPONSE TO STATEMENT OF QUALIFICATIONS FOR COUNTY PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT AND ON-SITE PROJECT REPRESENTATION”

The proposal shall be delivered by [enter date], NO LATER THAN 2:00 P.M. (CDT) as indicated on the document when stamped by Purchasing Department Time Clock. Proposals shall be delivered to:

Dallas County Purchasing Department
Attn: Linda Boles
Records Building
509 Main Street, Room 623
Dallas, Texas 75202-3301
(214) 653-7431

X.

SPECIFICATIONS

A. Professional Service – Negotiations.

The selection of a professional Construction Manager is designated as a professional service by Texas Government Code 2254.002(2). The most highly qualified proposer will be selected on the basis of demonstrated competence and qualifications as evaluated. County shall enter into negotiations with the selected proposer in an attempt to enter into a contract with whom a fair and reasonable price can be negotiated for the services to be rendered.

In the event that the County cannot reach agreement with the selected proposer by negotiation of a contract for the proposer’s services the County may formally end negotiations by written notification to the selected proposer, select the next most highly qualified proposer and attempt to negotiate a contract with that proposer at a fair and reasonable price for the services to be rendered.

The County shall have the right, but not the obligation, to continue the process described hereinabove to select and negotiate with the Construction Manager until a contract is entered into. (Government Code 2254.003 & 2254.004).

B. Suspension of Work. 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 Construction Manager will stop all work and cease to incur costs during the term of the suspension.
The Construction Manager will resume work when notified to do so by the County in a written authorization to proceed. Suspension of work does not extend the contract period. If additional time is required to complete the work because of the suspension, an amendment will be executed.

If the Construction Manager is delayed by the County due to a suspension of work, or otherwise, the Construction Manager sole and exclusive remedy for delay shall be the right to a time extension for completion of the contract and not damages.

XI.

INSTRUCTIONS FOR PREPARATION OF PROPOSALS

STEP 1:

A. **Qualification Information.** The submitted response to the SOQ must contain detailed and concise qualifications of the Firm and personnel. Proposal Firms should respond to the required service in enough detail so that the specific services to be performed will be clearly presented. The response to the SOQ must include information as described below and as addressed in criteria Paragraph G on page 16.

B. **Organization.** Such materials should be organized in the following format:

1. Cover letter including name, address, phone number, date of submission, name and number of this solicitation.
2. Table of contents.
3. Executive summary.
4. Quality, experience, capabilities, and resources.
5. Consultant’s response and approach to the project.
6. Consultant’s current contracts.
7. Female and minority business contracts.
8. Consultant’s address of its local and national office.
10. Prior litigation, including litigation with the County.

C. **Executive Summary.** This section should include the Firm’s overall concept of the working relationship that will be required to successfully complete this project. It should include, at a minimum, the Firm’s overall understanding of the technical aspects of the program.

D. **Management Plan.** This section shall describe the Firm’s detailed plans for accomplishing the objectives of the projects. It should include methods for planning, organizing, scheduling, coordinating, and administering the total effort.
E. Consultant’s Quality of Response and Approach to the Project. This section shall include the following:

1. Personnel to be assigned to the project.
2. Time frame and bar graph to begin a project.
3. Critical issues and resources committed.

F. Qualifications, Experience, Capabilities, and Resources. This section shall include the following:

1. Experience. Demonstrate competency and qualifications of the Firm, its principals and/or sub-consultants. In this section show the relevant experience of:
   a. the Firm and sub-consultants since its inception
   b. the principals of the Firm and sub-consultants, especially if the Firm has been in existence for only a short time.

2. Demonstrate specialized design expertise and experience with projects of the types described in Section I under “Introduction”. This section should focus more on specific services that are relevant to the types of work described under Specifications in this SOQ, and in paragraphs I through III.

3. Demonstrate effective cost control methods, and ability to work within budgetary constraints. Present information showing that the Firm has adequate resources for planning, cost estimating, and value engineering.

4. Demonstrate experience with facilities projects. Show the Firm’s experience working in the Facilities environment in terms of successfully completed projects and client satisfaction.

G. Resources. Resources shall include the following:

1. Show competency and qualifications of key personnel designated for projects assignments. This section must include evidence that those individuals who will be selected are properly licensed in the State of Texas and professionally qualified to perform the specific functions required under their respective assignments.

Demonstrate depth of experienced personnel and capability to sustain loss of assigned personnel without compromising quality and timeliness of performance. In this section, outline Firm’s and subconsultant’s contingency plans for servicing projects if one or more key personnel are not available for any reason during the period of performance.

2. Current and projected workload versus estimated volume capacity of Firm. Provide a list of current and prospective projects in which Firm is engaged or expects to begin in the near future. Also present a calculation of the Firm’s maximum capacity, both in terms of the number of individual project assignments and in terms of dollar volume, showing the method used for calculating these figures.

H. Construction Expertise. To demonstrate construction expertise the following must be included:

1. Demonstrate the Firm’s and sub-consultant’s experience in construction contract administration on similar projects. Show that the Firm has substantial experience in
providing Contract Administration services on its projects.

2. Demonstrate capability to provide necessary qualified personnel by showing the depth of available staff for Contract Administration services.

3. Demonstrate competency and qualifications of construction administration personnel.

I. **Minority and Women’s Business Participation.** Proposing Firms shall prepare and submit the M/WMBE forms attached hereto.

J. **Consultant’s Current Contracts.** This section should show obligations that could pose a potential conflict of interest and any current County contract in effect.

K. **Consultant’s Location.** This section should include a statement that shows the consultant’s knowledge of local circumstances.

L. **Consultant’s Work Plans.** This section should include, but is not limited to, special concerns or techniques needed for a successful project.

M. **Joint Ventures/Sub-consultants.** This section should include efforts to joint venture and names of qualified sub-consultants.

N. **Prior Litigation, Including Litigation With County.** This section should list all professional related litigation involving your Firm and sub-consultants, inclusive of any litigation with the County of Dallas, Texas.

O. **Other Material.** Please include any additional material that may assist the County in evaluating your proposals. However, clarity and brevity of presentation, not length, will be favorably considered.

**STEP 2:**

A. **Proposed Schedule and Fees.** Do not present any fee information until you have been selected as the most qualified. This section shall include a detailed breakdown of labor rates required for this project during the negotiation process.

The per unit fee schedule for the contract will be negotiated with the highest rated Firm after the initial selection process is completed.

The County will negotiate a contract with specific unit prices for required services. The County will pay only for those required services actually performed and documented to the County’s satisfaction.

The County plans to contract for complete and total professional services for this project.
XII.

SELECTION OF THE CONSULTANT

All proposals received by the specified deadline will be reviewed and evaluated consistently with the County's Selection Policy. Before the final evaluation and ranking of Proposal Firms is complete, the County may choose to interview Proposal Firms found to be among the most qualified. The firms will be ranked based on final evaluation with a recommendation to begin negotiations with the Firm that received the highest evaluation.

XIII.

COMMUNICATIONS/QUESTIONS

COMMUNICATIONS REGARDING THE RFQ

All communications/questions regarding this RFQ are to be submitted, in writing, to Linda Boles, via e-mail to lboles@dallascounty.org or by fax to (214) 653-7449 or via mail to Dallas County Purchasing, 509 Main Street Room 623 Dallas, Texas, 75202.

All questions, comments and requests for clarification must reference the SOQ number on all correspondence to Dallas County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

**NOTE:** All Addendums and any other correspondence (general information, question and responses) to this SOQ will be made available exclusively through the Dallas County website for retrieval. Vendors are solely responsible for frequently checking this website for updates to this SOQ. Addendums to this SOQ can be located at the following web address:

http://www.dallascounty.org/department/purchasing/currentbids.html

(go to the appropriate SOQ #, click on the appropriate hyperlink for viewing and/or downloading.)

QUESTIONS

Initial questions are to be submitted, in writing, to Linda Boles by 2:00 p.m. (CDT), [enter date]. These questions will be addressed during the pre-proposal conference.

Firms will be required to submit, in writing, any additional questions presented at the pre-proposal and/or after the conference. Any/all additional questions must be received by 2:00 p.m. (CDT), [enter date]. All questions and responses will be posted to the County's website in the manner as previously stated herein. Dallas County reserves the right to reject/not respond to any questions received after the [enter date] deadline date.
XIV.

STIPULATIONS

This is not an offer, but is rather a solicitation by Dallas County, who also reserves the right to refuse any and all proposals.

In addition, material developed and submitted to Dallas County (i.e., architectural or engineering design) becomes the property of Dallas County.

XVI.

ORDER OF PRECEDENCE

In the event of any inconsistency between the provision of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (1) Contract (2) Dallas County SOQ No. 2011-NNN-NNNN, and (3) Commissioners Court Order 91-393 of March 5, 1991. Dallas County's Unified Policy for Procurement of Architectural/Engineering Services.
October 5, 2010

To: Commissioners Court

From: Shannon S. Brown, Assistant Administrator

Subject: Status of Institute of Forensic Sciences Building

Background
Dallas County engaged HKS, Inc. to design a new building for the Southwest Institute of Forensic Sciences (SWIFS) beginning in 1999. After locating an appropriate site and demolishing an existing facility, a construction contract was awarded to McCarthy Building Companies in 2007. The building has been substantially complete since April 2009, however, numerous issues have prevented the department from having permanent access to the building and occupying and utilizing the space. The purpose of this briefing is to provide an update on outstanding issues and inform the Commissioners Court of additional work necessary to occupy the building.

Operational Impact
Staff from IT Services, Operations, Facilities, Purchasing, Engineering & Project Management, SWIFS, and the County’s owners representative meet weekly to review outstanding issues and report on completed tasks. At this time, only two outstanding issues remain that prevent the department from permanently occupying the facility: finalizing the security system and remediating the vibration concerns in the laboratory building.

Security System – Final adjustments to the devices and software are being made to refine the system to meet the department’s specifications. The subcontractor has been instructed to perform a full test of the system to check functionality and equipment operation prior to requesting sign off from the department. Procedures for a final check by the department and design team have been agreed to and will be performed. A two year warranty will be provided on the devices beginning with final acceptance. The current schedule is that final acceptance testing will begin the week of October 18, 2010.

Vibration – The department reported that a vibration capable of disturbing instruments was noticeable on the 3rd floor of the laboratory building in July. Since that time, the design team and contractor have been working to identify the source of the vibration and develop a proposed solution. Acoustic testing was performed and confirmed that there were vibrations coming from the fans located on the laboratory building’s roof. A subsequent review showed that the vibration isolation included in the design was not installed during construction for both the laboratory building and morgue building. At this time, the vibration is not as noticeable in the morgue building. The fans were rebalanced and other vibration isolation measures were added which did provide minor improvements but did not adjust the vibration level below the required amount. The design team and contractor were asked to develop a proposed solution that would bring the laboratory building within acceptable levels for the instrumentation used in the facility daily.
Dallas County has received a proposal to install spring isolation on all of the fans located on the laboratory and morgue building roofs to address the vibration issue. Spring isolation will provide the best long term and maintainable solution for a building that is expected to be in service for 50 years. While the vibration has not been noticed in the morgue building, it is recommended that all of the work be performed on both buildings.

**Ongoing Owner Representation** - HHS Applications is providing owner's representative services through a professional services agreement. The firm provides one (1) FTE to the project at a rate of $95 per hour, including expenses. It is recommended that these services be extended through January 31, 2011 to oversee the completion of this additional work.

**Timeline**
As proposed, the timeline is approximately six (6) weeks for design of the spring isolation system at the manufacturer and ten (10) weeks for installation. If the contractor is issued a notice to proceed by October 8, the estimated completion date is January 28, 2011. The contractor has been directed to review the schedule and make adjustments so that construction completion can be achieved before the end of the calendar year. The company that will install the spring isolation devices has placed an order with the manufacturer in order to get the project in the queue with the understanding that the order can be cancelled with no financial obligation from Dallas County. This action expedites the design time to 3-4 weeks.

If the design timeline at the manufacturer and the installation timeline can be compressed, the best case date to turn the building over to the department is January 2011. The department has considered the option of occupying the building during this work, but the fans will have to be removed from the roofs and disconnected from the building exhaust system, making it impossible to perform analyses. All other work in the building is expected to be complete by October 31, 2010.

**Financial Impact**
The estimated cost of the proposed solution is approximately $275,000. The project cost could be reduced by $61,000 if the morgue fans are not addressed, but as noted above, this option is not recommended. This cost will be added to the items already identified as the responsibility of the design team for design deficiencies. In addition, it is recommended that $25,000 be allocated to allow for fan re-balancing and baseline acoustical testing after the work is complete.

Funding for the spring isolation system, additional balancing and testing and ongoing owners representation is available from Fund 196, FY2011 Unallocated Reserves.

**Recommendation**
Staff recommends Commissioners Court authorize the additional work necessary to install spring isolation systems on the exhaust systems located on the roofs of the laboratory and morgue buildings of the new Institute of Forensic Sciences facility.
September 28, 2010

TO: Commissioners Court

FROM: Rick Loessberg, Director of Planning & Development

SUBJECT: Execution of Interlocal Agreement for Red Oak Creek Trail (COURT ORDER ON FORMAL AGENDA)

BACKGROUND

The FY2011 major capital development budget contains $2.5 million for the design and development of the Red Oak Creek Trail in Cedar Hill. So that this project can begin to be implemented, an interlocal agreement with the City of Cedar Hill has been prepared and is attached for the Court’s consideration.

IMPACT ON OPERATIONS/FINANCE

This trail represents the first major trail in Cedar Hill. It is anticipated that this trail, which will connect with various neighborhoods, schools, and parks, will have a length of about three miles (please see attached map).

Under the proposed interlocal agreement, the City will be responsible for owning and maintaining the trail and will have the primary day-to-day responsibility of implementing the project (such an implementation arrangement has been successfully used in the past with cities like Richardson and Irving). More specifically, the City will be responsible for acquiring any land, procuring consultants, overseeing the project’s design, hiring the contractor, inspecting construction, and paying consultants/contractors. The County will be responsible for approving the trail’s alignment, design plans, and consultant engineer; monitoring construction; and reimbursing the City for up to $2.5 million of eligible expenditures (which will not include such items as environmental mitigation, lighting, water fountains, and land acquisition).

PROJECT SCHEDULE

It is anticipated that the design of the trail can be initiated and completed during FY2011 and that it will be possible to start construction at the beginning of FY2012. Once construction begins on such projects, it typically takes about six-to-nine months to complete a project.
LEGAL INFORMATION

The attached interlocal agreement is identical to what has been used on previous County trail projects and has been reviewed and approved as to form by the Civil Section.

STRATEGIC PLAN COMPLIANCE

The County's strategic plan specifically recommends that a county-wide trail system be created as a means for facilitating economic development and improving local air quality. As this project will create the first major trail in the County's southwestern corner, it is consistent with this plan.

RECOMMENDATION

It is recommended that the attached interlocal agreement for the development of the Red Oak Creek Trail be approved.

cc: Rhoda Savage, City of Cedar Hill
    Ryan Brown, Budget Officer
    Virginia Porter, Auditor

attachments
INTERLOCAL AGREEMENT FOR THE DEVELOPMENT OF THE RED OAK CREEK TRAIL

INTRODUCTION

This Agreement (hereinafter referred to as the “Agreement”), which is authorized under the Interlocal Cooperation Act, Texas Government Code, Chapter 791, is made by and entered into between the City of Cedar Hill, Texas (hereinafter referred to as “City”) and Dallas County, Texas (hereinafter referred to as “County”) for the purpose of the design development and construction of the Red Oak Creek Trail (hereinafter referred to as “Trail”) which will facilitate the creation of a comprehensive trail system in the City and the County.

NOW THEREFORE, this agreement is hereby made and entered into by the City and the County for the mutual consideration stated herein:

I. TERM OF AGREEMENT

The term of this Agreement shall be for a period of twenty-five (25) years commencing on the last day all of the parties have executed this Agreement, unless terminated earlier as provided herein.

II. DESIGN/ALIGNMENT OF TRAIL

As shown in the attached map, the Trail that will be constructed under this Agreement will generally have the following alignment: North from Dot Thomas Park along Red Oak Creek to Virginia Weaver Park with an east-west extension to the Cedar Hill Recreation Center. The Trail shall generally be constructed of reinforced concrete and shall generally have a width of at least ten (10) feet, with twelve (12) feet being preferred if sufficient funding is available. The name of this Trail shall be known as the Red Oak Creek Trail for the period that this Agreement is in effect and shall only be changed with the joint approval of both the City and the County.

III. TRAIL USE

The trail shall be accessible to all users, free of charge, regardless of residence, and shall be used for public recreational activities, including, but not limited to, hiking, walking, jogging, biking, and roller-blading and for non-motorized alternative transportation purposes. Motorized vehicles are allowed only as needed for maintenance, public safety, and handicap accessibility. The City reserves the right to establish hours of operation that are consistent with other park and recreational facilities in the City.
IV. TRAIL IMPLEMENTATION RESPONSIBILITIES

The City shall be responsible for securing the property needed for the Trail, proposing the alignment of the Trail, designing the Trail (or selecting a consultant engineer with County approval), overseeing the design of the Trail, proposing needed signage, bidding and awarding the construction contract for the Trail (including the installation of signage), administering the construction contract, and overseeing the construction of the Trail. The City shall also be responsible for funding and installing any amenities that are not provided for under the terms of this Agreement.

The County shall also be responsible for reviewing and approving the selection of any consultant design engineer and reviewing and approving the Trail’s proposed alignment, design plans, safety standards and County identification signage. The County shall signify its approval of the proposed alignment, the Trail’s design plans, safety standards, and identification signage by execution of the plans.

V. FUNDING

The County will provide up to Two-Million-Five-Hundred-Thousand Dollars ($2,500,000) from its FY2011 major capital improvement program. These funds may be used solely for the design, surveying, construction, and signage of the Trail. They may not be used to conduct environmental assessments, to acquire land, to alleviate any environmental hazard, or to construct or install any special feature, amenity, or other improvement. The County will reimburse the City for the reasonable costs associated with the design, surveying, construction, and installation of approved signage and trail surfaces within thirty (30) days of having received proof of the satisfactory completion of associated work items in the form of a vendor invoice accompanied by the City’s proof of payment and other supporting documentation. In order for the City to be reimbursed, all vendor invoicing and payment must be made consistent with the contract documents.

Should sufficient funding not be available or if field conditions present design constraints which prevent the construction of the Trail’s alignment as described in Article II, then the scope of the project may be revised with the mutual consent of both parties. If sufficient funds are not available, either or both parties may provide additional funding, or the Project may be terminated.

Funds provided for this Project shall be made available for a period of three (3) years from the date this Agreement is executed by both parties unless one or more of the following events occur: (i) the funds are obligated or expended before then; (ii) the Project is terminated or completed; or (iii) this provision is otherwise formally extended.

The County’s funding for this Agreement is available from Fund 196. This Agreement should not impact any future budget. Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County as regards this Agreement, specifically including any funding by County of the Project in the event that the County is unable to fulfill its
obligation from any source utilized to fund this Agreement or failure of any funding party to budget or authorize funding for this Agreement during the current or future fiscal years, with the exception of the City’s right to seek reimbursement for costs incurred pursuant to this Agreement prior to notice of funding insufficiency or termination of this Agreement. In the event of insufficient funding or if funds become unavailable in whole or in part, the County, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

VI. OWNERSHIP/OPERATION/MAINTENANCE

City shall be responsible for operating the Trail as a public recreational facility for a period of at least twenty-five (25) years after the Execution Date, unless terminated at an earlier date in accordance with Article XIII of this Agreement. City shall also be responsible for maintaining the Trail and its amenities in accordance with standard City of Cedar Hill trail maintenance practices.

City shall own the Trail and all related amenities and improvements. City’s ownership and maintenance responsibility shall commence immediately upon the completion of construction for the Trail and its acceptance by the Director of Parks and Recreation or her designee.

VII. TRAIL SYSTEM ACKNOWLEDGEMENT

Once opened for public use, signs that acknowledge that the Trail is a City of Cedar Hill facility and a component of the Dallas County Trail System shall be posted at the Trail’s various starting and ending points and at key entrances. Posted signage shall be maintained by the City as long as the Trail is operated under the terms of this Agreement.

VIII. AMENDMENTS AND CHANGES IN THE LAW

This Agreement may be amended; however, 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 hereto. Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

IX. AGENCY AND LIABILITY

County and City agree 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 under this Agreement.
County agrees to be responsible for any liability or damages County may suffer as a result of claims, demands, costs or judgments against the County, including workers’ compensation claims, arising out of the performance of the work and services under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations in connection with this Agreement and caused by sole negligence of the County, its agents, officers and/or employees.

City agrees to be responsible for any liability or damages City may suffer as a result of claims, demands, costs or judgments against the City, including workers’ compensation claims, arising out of the performance of the work and services under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations in connection with this Agreement and caused by sole negligence of the City, its agents, officers and/or employees.

County and City agree that such liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees, agents and officers shall be determined in accordance with the comparative responsibility laws of the State of Texas.

Nothing herein shall be deemed in any manner to constitute a waiver of immunity or defense which may be asserted by County or City pursuant to law; nor shall this provision be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement or to create any rights for the benefit of any person not a person to this Agreement.

**X. VENUE AND APPLICABLE LAW**

This Agreement is made subject to and shall be construed under and in accordance with the laws of the State of Texas, and the exclusive venue for any legal action between the parties arising from this Agreement shall be in Dallas County, Texas.

**XI. SOVEREIGN IMMUNITY**

This Agreement is expressly made subject to the City’s and the County’s sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties or the County has by operation of law.

**XII. TERMINATION**

This Agreement may be terminated before or during commencement of construction by either party or by either party providing thirty (30) days written notice to the other party. If this Agreement is
terminated, the terminating party shall only be liable for payment of services and costs incurred by
the non-terminating party prior to the effective date of termination.

In the event that the Project is terminated, either party may, upon written notice, take over the project
and complete the work and performances contemplated in this Agreement at such party’s sole cost
and expense.

Either party shall have the right to retain copies of all data, information, engineering, studies, or other
items produced to the date of termination.

XIII. SHORTENING TRAIL AFTER COMPLETION

City may shorten the Trail, on property owned by the City, after completion by closing/ceasing to
operate a portion or portions of the Trail after the Trail’s completion by providing thirty (30) days
prior written notice to County and by either posting appropriate signage and barricades or by
removing those improvements that will no longer be used as a Trail.

XIV. REIMBURSEMENT

In the event City terminates this Agreement or ceases to operate all or a portion of this Trail after
completion of construction and prior to completion of the 25-year period prescribed in Section VII,
then City shall reimburse County within sixty (60) days after the termination or cessation of the
operation of all or a portion of the Trail for the County’s share of the costs of any improvements that
are affected by this termination/closure less depreciation. Depreciation shall be calculated by
dividing the County’s financial contribution to the development of the Trail by the total number of
months City is required to operate the Trail under the terms of the Agreement commencing on the
date the Trail was accepted by City and then multiplying this figure by the number of months the
City will have operated the Trail until the termination/closure goes into effect. Reimbursement for
portions of the Trail that City no longer operates will be calculated in a similar manner on a pro-rata
basis.

In the event County seeks to terminate this Agreement on the grounds that City is not operating the
Trail in the manner prescribed by this Agreement, then County shall provide City thirty (30) days
written notice of its intent to terminate this Agreement and shall give City sixty (60) days to cure
the situation. If City does not cure this situation, then City shall be required to reimburse County within
one-hundred-twenty (120) days of the termination date contained in the County’s notice in the
manner described in the above paragraph. If the parties disagree as to whether or not the City is
operating the Trail in accordance with this Agreement, the parties shall mediate their disagreement
before a mutually-agreed arbitrator as a prerequisite to filing any lawsuit.
XV. NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below, or by hand-delivery, or upon receipt of facsimile transmission thereof:

Director of Parks & Recreation
City of Cedar Hill
Parks & Recreation Department
285 Uptown Blvd., Bldg. 100
Cedar Hill, TX 75104

Director of Planning & Development
Dallas County
Planning and Development
411 Elm Street, 3rd Floor
Dallas, TX 75202

XVI. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if each invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVII. PREVIOUS AGREEMENTS

This Agreement embodies the complete understanding of the parties hereto, superseding all oral or written, previous and contemporary, agreements between the parties relating to the matters in this Agreement, and except as otherwise provided herein, cannot be modified without written agreement of the parties.

XVIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XIX. NO THIRD PARTY BENEFICIARY ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all right of action relating to such enforcement shall be strictly reserved to City and County and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the express intention of City and County that any entity other than City or County receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only. This Agreement is intended only to set forth the contractual rights and responsibilities of the Agreement parties.
XX. FORCE MAJEURE

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

XXI. HEADINGS

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

XXII. NUMBER AND GENDER

Words of any gender used in this Agreement 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.

XXIII. ASSIGNMENT

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

XXIV. APPROVAL

This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the respective Cedar Hill City Council.
Executed this _____ day of _____________, 2010.

FOR THE CITY OF CEDAR HILL, TEXAS       FOR DALLAS COUNTY, TEXAS

By: Rob Franke
    Mayor

By: Jim Foster
    County Judge

Approved as to form:

By: City Attorney

Approved as to form:

By: Gordon Hikel
    Chief, Civil Division
    District Attorney’s Office*

*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).
DATE: September 27, 2010

TO: Commissioners Court

THROUGH: Rick Loessberg, Director of Planning and Development

FROM: Rachel Brown, CDBG Project Coordinator

SUBJECT: Emergency Shelter Grant (ESG) Funding

BACKGROUND

Because of its participation in the CDBG program, Dallas County will receive $93,098 in Emergency Shelter Grant (ESG) funding from HUD effective October 1, 2010. So that the County can consider how to allocate these ESG funds, the following briefing memo has been prepared.

DESCRIPTION OF ESG PROGRAM

ESG was originally created so that homeless shelters could be established and operated. A person is considered to be homeless under ESG regulations if the individual:

1. Resides within a place not meant for human habitation (i.e., a car, sidewalk, etc.);

2. Resides within an emergency shelter;

3. Resides within transitional housing for homeless persons who originally came from emergency shelters or places not meant for human habitation;

4. Is being evicted within a week from a private dwelling unit, has no subsequent residence identified and lacks the resource and the support networks needed to obtain housing; or

5. Is fleeing a domestic violence situation, has no subsequent residence identified, and lacks the resources and the support networks needed to obtain housing.

ESG funds may be used for one or more of the following homeless-related activities:

1. Renovation, major rehabilitation, or conversion of buildings for use as emergency shelters;
DESCRIPTION OF ESG PROGRAM continued:

(2) Provision of essential services for the homeless, which include services concerned with employment, health, drug abuse, education, housing, transportation, child care, and obtaining other federal, state, or local assistance/benefits;

(3) Shelter operating costs, such as maintenance, insurance, utilities, rent, and furnishings; and

(4) Homeless prevention efforts, which include short-term subsides to defray delinquent rent and utility charges for families that have received eviction or utility termination notices, security deposits or first month’s rent to permit a homeless family to move into its own apartment, mediation programs for landlord-tenant disputes, legal services programs for the representation of indigent tenants in eviction proceedings, and payments to prevent foreclosure on a home.

In the event ESG funds are used for homeless prevention activities, ESG assistance can only complement and not supplant funding from pre-existing sources. Other significant ESG rules include limiting the funding of shelter staff to no more than 10% of the County’s total ESG award, limiting the funding of homeless prevention efforts to no more than 30% of the County’s award, and limiting the funding of essential services to no more than 30% of the County’s award. These latter two requirements (i.e., collectively limiting homeless prevention and essential services to no more than 60% of the County’s award) are particularly important since they, in effect, require the County to spend at least 40% of its award on homeless shelter operating costs or on the renovation/physical creation of such shelters.

Since the County has to spend at least 40% of its ESG award on homeless shelters and since it does not directly operate such shelters, the County will have to allocate at least 40% of its ESG award to outside organizations.

IMPACT ON FINANCE

This represents the tenth year in which the County has directly received ESG funding from HUD and will include a percentage of the funds to be used for the administration of the program. According to the regulations, up to 5% of the ESG award can be used for administrative costs (preparation of progress reports, processing payments, evaluating funding proposals, data collection, audits, and monitoring of recipients). Based on prior years, staff estimates that three percent ($2,793) should be sufficient to cover the administrative expenses associated with the operation of the program.

As was done with the County’s FY2009 ESG award, it is proposed that the remaining $90,305 of the FY2010 ESG award be allocated to the City of Dallas’ homeless center (The Bridge). This allocation will be used to offset the County’s FY2011 $790,000 general fund contribution to the Bridge.
PROJECT SCHEDULE

HUD regulations require that the County contractually obligate its ESG funds by March 31, 2011 and that these obligated funds must be expended by September 30, 2012. So that the County can meet these requirements, it is proposed that the award of the funds to the Bridge be authorized on October 12, 2010 and that the Bridge proceed immediately with requests for expenditures to ensure that all funds are expended timely.

STRATEGIC PLAN COMPLIANCE

Allocating the County’s ESG award to The Bridge, which will help ensure that the homeless receive proper care, is consistent with the County’s strategic plan which specifically recommends that the County provide exceptional disease prevention, health promotion, and human services programs.

RECOMMENDATION

It is recommended that $90,305 of the County’s ESG assistance be used for the operating utilities of the City of Dallas homeless shelter (The Bridge), and that the remaining $2,793 of ESG assistance be used for program administration.

cc: Ryan Brown, Budget Office
    Virginia Porter, County Auditor
    Zachary Thompson, Health & Human Services Director
MEMORANDUM

TO: Commissioners Court

THROUGH: John Wiley Price, Commissioner, District 3

FROM: Selas Camarillo, Assistant Director – Property Division

SUBJECT: Request from City of Dallas for Street Easement on Tax Foreclosed Property located at 3327 Beall Street, Dallas, Texas, Case No. TX-02-30580 (Combined W/TX-88-32262), City of Dallas, et al vs. Betty Lue Weissner

BACKGROUND OF ISSUE

Pursuant to Case No. TX-02-30580 (combined W/TX-88-32262), said case being filed in the 95th Judicial District Court of Dallas County, Texas, the City of Dallas (the “City”), County of Dallas and Dallas I.S.D. (collectively the “Taxing Authorities”) recovered a Final Judgment on January 7, 2004 in a lawsuit styled, City of Dallas, et al vs. Betty Lue Weissner, on the real property located at 3327 Beall Street, Dallas, Texas (the “Property”). Pursuant to the judgment, the Taxing Authorities requested the Sheriff of Dallas County sell the Property in order to recover monies owed to the Taxing Authorities as a result of unpaid and delinquent ad valorem property taxes, penalties, interest, fees and costs due and owing. The Property was ordered for sale on December 14, 2009, however did not receive a sufficient bid as set by law and was struck off to the Taxing Authorities, pursuant to Section 34.01 of the Property Tax Code, for its own behalf and as trustee for the remaining Taxing Authorities.

The City of Dallas has prepared street reconstruction/improvement plans along Beall Street and needs to acquire approximately 200 square feet of land (permanent easement) from the Property for sidewalk/street improvements (Easement Property). A legal land description and plat showing the location of the Easement Property is attached hereto as Exhibit “A”.

The City is requesting Dallas County consent to its offer to purchase the Easement Property for sidewalk/street improvements at the appraised market value of $300.00. The market value of the property interests were determined by an independent state certified general real estate appraiser with the firm of Thomas J. Morey, MAI paid for by the City.

IMPACT ON OPERATIONS AND MAINTENANCE

None, since the City has already assumed the maintenance and upkeep of the Property and will continue these responsibilities on an as-needed basis.

STRATEGIC PLAN COMPLIANCE

The subject request is consistent with Vision 4 (Dallas County proactively addresses critical regional issues) by partnering with the City of Dallas in meeting its future thoroughfare plan projects.
LEGAL INFORMATION

Dallas County’s consent to the sale of the Easement Property to the City is in compliance with Section 34.05(i) of the Property Tax Code. Dallas I.S.D. plans to approve the sale of the Easement to the City at its board meeting on October 28, 2010.

FINANCIAL IMPACT/CONSIDERATIONS

The judgment (struck off) amount is $4,950.00. The current DCAD value for the Property is $4,500.00. If approved, the entire proceeds of $300.00 will be applied towards the city’s costs of the resale of $1,500.00, which is a one-time only event. When the Whole Property is sold, the City will receive the balance of the fee or $1,200.00. The Whole Property is a 3,600 square foot tract of land, 40-feet wide by 85-feet long. The City’s appraiser valued the Whole Property at $7,200. The value of the remainder before and after the proposed Easement acquisition is $6,900.

PERFORMANCE MEASURES IMPACT

No impact.

RECOMMENDATION

The Public Works Department has reviewed the request from the City to purchase 200 square feet of land via an Easement for the Beall Street reconstruction/improvement plans and recommends that the Commissioners Court: (1) consent to the sale of the Easement Property to the City at the appraised market value of $300.00, and (2) authorize the City of Dallas, as trustee, to act on behalf of Dallas County, County Community College District the Parkland Hospital District and the County School Equalization Fund in execution of the attached Easement to the City of Dallas.

If the Commissioners Court concur, a court order authorizing the above actions will be placed on the next regular agenda.

APPROVED BY:

[Signature]

Alberta Blair, P.E.
Director of Public Works

cc: Gordon Hikel, Assistant District Attorney, Civil Division
    Cory Worsham, Property Tax Manager, Dallas County Tax Office
EASEMENT

THE STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL PERSONS BY THESE PRESENTS:

That City of Dallas, a Texas municipal corporation, on its behalf and Trustee for County of Dallas, DISD, DCED (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of Dallas, State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) to the undersigned in hand paid by the City of Dallas, 1500 Marilla Street, Dallas, Texas, 75201, a Texas municipal corporation (hereinafter called "City"), the receipt of which is hereby acknowledged and confessed, and the further benefits to be derived by the remaining property as a result of projected public improvements, has granted, sold and conveyed and does hereby grant, sell and convey unto City, its successors and assigns, an easement for the passage of vehicular and pedestrian traffic, together with the customary uses attendant thereto, including drainage and utilities, over, under, through, across and along all that certain lot, tract or parcel of land described in Exhibit "A", attached hereto and made a part hereof by reference for all purposes.

The City is acquiring this property for the purpose of erecting thereon a public trafficway for the passage of vehicular and pedestrian traffic, including the right to make the improvements on such grade and according to such plans and specifications as will, in its opinion, best serve the public purpose. The payment of the purchase price for the property herein conveyed shall be considered full compensation for same and for any diminution in value that may result to Grantor's remaining property by virtue of project proximity thereto, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

Should one or more of the Grantor(s) herein be natural persons and not joined by their respective spouse, it is conclusively presumed that the land herein conveyed is not the residence or business homestead of such Grantor(s). Should one or more of the Grantors herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such a party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

The City and/or its contractor shall have the right to grade or fill a slope at three to one across Grantor's abutting property in conjunction with the presently projected public improvements.

Nothing in this easement shall be construed as a waiver by the City of any connection charge or charges imposed by ordinance or Charter of the City of Dallas.

SPECIAL PROVISIONS: None.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto City, its successors and
assigns forever, and Grantor binds Grantor and Grantor's heirs, executors, administrators or successors, to Warrant and Forever Defend all and singular the said easement unto the City of Dallas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED this ______ day of ____________________, ____.

BY: __________________________

Mary K. Suhm,
City Manager

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on __________________________

by __________________________ of City of Dallas, a Texas municipal corporation on its behalf and Trustee for County of Dallas, DISD, DCED.

______________________________
Notary Public, State of TEXAS

After recording return to:
Department of Sustainable Development and Construction
Real Estate Division
320 East Jefferson Boulevard, Room 203
Dallas, Texas  75203
attn: Cindy Alvarado

Easement Log No. 34081
R.O.W. ACQUISITION
CITY OF DALLAS BLOCK 2/2632
BURKLEY'S SUBDIVISION

BEING a 200 square feet tract of land situated in the City of Dallas, Dallas County, Texas out of the Thomas Lagow Survey, Abstract No. 759 and being part of Lot 3, Block 2/2632, Burkley's Subdivision according to the plat thereof recorded in Volume 3, Page 212, Map Records, Dallas County, Texas, also being part of a tract of land conveyed to Betty Sue Weisner according to the Warranty Deed filed for record in Volume 78063, Page 1720, Deed Records, Dallas County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod set with plastic cap stamped "R.P.L.S. 5199" in the south right of way line of Beall Street (30° right of way), the northwest corner of said Lot 3, the northeast corner of Lot 2, of said Burkley's Subdivision;

THEN, along said south right of way line, the north line of said Lot 3, North 89 degrees, 42 minutes, 12 seconds East, a distance of 40.00 feet to a 5/8" iron rod set with plastic cap stamped "R.P.L.S. 5199", the northeast corner of said Lot 3, the northwest corner of Lot 4, of said Burkley's Subdivision;

THEN, along the east line of said Lot 3, the west line of said Lot 4, South, a distance of 5.00 feet to a 5/8" iron rod set with plastic cap stamped "R.P.L.S. 5199";

THEN, departing said common line, South 89 degrees, 42 minutes, 12 seconds West, a distance of 40.00 feet to a 5/8" iron rod set with plastic cap stamped "R.P.L.S. 5199" in the west line of said Lot 3, the east line of said Lot 2;

THEN, along the west line of said Lot 3, the east line of said Lot 2, North, a distance of 5.00 feet to the POINT OF BEGINNING and containing 200 square feet or 0.0046 acres of land more or less.

The basis of bearings hereon is the west line of Block A/2622, White Rock Heights 2nd Addition as referenced in deed to Southern Foods Group, L.P., recorded in Volume 95078, Page 3167, Deed Records, Dallas County, Texas, as North 00 degrees, 10 minutes, 00 seconds East, as evidenced by the following controlling monument, a 3/8" iron rod found at the northeast corner of Lot 8, Block A/2622 and a 3/8" iron rod found at the northeast corner of Lot 16, Block F/2622, White Rock Heights 2nd Addition.

Douglas S. Loomis
Registered Professional Land Surveyor No. 5199
September 29, 2010

To: Commissioners Court

Through: Ryan Brown
Budget Officer

From: Ronica L. Watkins
Senior Budget & Policy Analyst

Subject: Community Supervision and Corrections Department (CSCD) One Month Extension

The attached agreement between Dallas County and Dallas Community Supervision and Corrections Department is for a one month extension from October 1 – October 31, 2010. The one month extension will provide Dallas County with the time to get the staff hired and trained. The purpose of the agreement is to provide for the efficient management of Dallas County Interlock Program, where individuals are released from jail under the condition that their vehicles are fitted with an ignition interlock system that tests for alcohol on a driver’s breath.

The attached agreement has been reviewed by the Civil District Attorney’s Office. The Office of Budget and Evaluation requests approval from Commissioners Court to extend the Interlock Program Agreement for one month from October 1 – October 31, 2010.
AMENDMENT NO. 1
TO THE INTERLOCK PROGRAM AGREEMENT BETWEEN
DALLAS COUNTY ("County")

AND

DALLAS COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT ("CSCD")

WHEREAS, pursuant to Dallas County Commissioners Court Order No. 2009-1791, Dallas County, acting by and through the Dallas County Commissioners Court (hereinafter, "County"), and Dallas County Community Supervision And Corrections Department (hereinafter, "CSCD") entered into an agreement to provide for the efficient management of Dallas County jail resources, namely Interlock Program, wherein individuals are released from jail under the condition that their vehicles are fitted with an ignition interlock system that tests for alcohol on a driver's breath. (hereinafter, "Original Agreement"); and

WHEREAS, in accordance with Section XI of the Original Agreement, whereby all amendments must be in writing, the parties now desire to extend the Original Agreement.

NOW THEREFORE, in consideration of the promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, by execution of this Amendment No. 1, the Original Agreement is hereby amended as follows:

1. PURPOSE:

This Amendment No. 1 amends the Original Agreement between County and CSCD. The purpose of this Amendment No. 1 is to extend the term of the Original Agreement.

II. AMENDED PROVISIONS:

This Amendment No. 1 shall not change or waive any contractual provisions, clauses or conditions of the Original Agreement unless otherwise provided for herein. The Original Agreement, including any and all incorporated or referenced documents and any and all exhibits, attachments and amendments that by their terms have been incorporated into any of the foregoing documents, are collectively referred to herein as the Original Agreement. All provisions of the Original Agreement
shall remain in full force and effect, with the exception of the following amended provisions:

**III. TERM:**

**SECTION III (Term)** is hereby amended by amending the following provision in its entirety to read as follows:

The term of this Contract shall be from October 1, 2009 through October 31, 2010. The term of this contract may be extended annually by mutual written agreement for up to five (5) additional years.

**III. ACCEPTANCES:**

By their signatures below, the representatives of County and CSCD executing this Amendment No. 1 represent that they are duly authorized to execute this Amendment No. 1 on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein. The duly authorized representatives of County and CSCD accept the terms of this Amendment No. 1 in full.

EXECUTED this _______ day of _________________________ 2010.

**DALLAS COUNTY:**

**BY:** Jim Foster
Dallas County Judge

**CSCD:**

**BY:** Michael Noyes
Director, CSCD

**APPROVED AS TO FORM***:

**BY:** Gordon Hikel
Chief, Civil Division
September 29, 2010

TO: Commissioners Court

THROUGH: Ryan Brown, Budget Officer

FROM: Office of Budget and Evaluation Staff

SUBJECT: Conference/Travel/Training Requests

The following departments have requested approval for Conference/Travel/Training. Additional documentation is available for further reference.

**Elected Officials/Departments notifying Commissioners Court of Conference/Travel/Training fund requests that do not require Commissioners Court approval under State Statues**

None Requested

**Elected Officials/Departments requesting Conference/Travel/Training approval for funds that have Commissioners Court authority**

**Office of Security & Emergency Management** - Robert De Los Santos to attend 12th Annual Texas Fire Marshal’s Conference in Austin, Texas from October 18 – 22, 2010 for a total estimated cost of $556 ($390 hotel and $165 registration). Funds are available in Escrow Funds (532.2169).

**Institute of Forensic Sciences** – requests approval for Sandra Flores, Ramon Flores, Steve Stierman, and Jennifer Pinckard to attend a Workshop on Current Topics in Forensic Science including training on LC/MS/MS, pharmacogenomics, postmortem ethanol concentration, and cannabinoid analogs. The workshop will be held in Oklahoma City, Oklahoma on October 5, 2010. There is no cost to Dallas County for employees to attend. *This is a supplement request for additional staff to attend training. The first request was approved on September 28, 2010 for 6 staff using a County vehicle and gas credit card.*
District Attorney’s Office – requests approval for Dolen T. Westergard to present oral arguments at the 5th Circuit Court of Appeals for Duvall v. Dallas County in New Orleans, Louisiana from October 5 -6, 2010 for an estimated total cost of $596 which includes airfare ($287.40), hotel ($159), food ($70), and taxi ($80). Funding will be used from Unallocated Reserves because she is representing Dallas County on this case.

Office of Information Technology – requests approval:

a) to attend Oracle HCM Users Group (OHUG) Regional Series which will be held in Dallas November 4, 2010.

b) IT Services is requesting that five Dallas County IT employees attend Oracle HCM Users Group (OHUG) Regional Series. Registration fee is $70 per person for a total of $350. OHUG provides its members with in-depth training sessions from industry experts, along with the opportunity to share experiences and best-practices information with colleagues implementing and using Oracle applications. OHUG also enables users to interface directly with Oracle executives, product managers, and development, gaining knowledge about new functionality directly from the source and ultimately influencing the future direction of the entire Oracle HCM product suite. A total cost of $350 is requested for the conference, funding source 195.1090.2460 (IT Budget FY2011 - Training). Recommended by IT Services.

County Auditor - submits notice of travel using the Auditor’s DDA fund to pay for Virginia Porter’s travel to and from the 2010 Texas Association of County Auditors (TACA) Fall Conference. The 2010 TACA Fall Conference will be held October 12-15, 2010 in Lubbock, Texas. Conference attendance will be comped. The cost includes the hotel and airfare.

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<tbody>
<tr>
<td>Hotel (1 night)</td>
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<tr>
<td>Airfare</td>
<td>$150</td>
</tr>
<tr>
<td>Total</td>
<td>$250</td>
</tr>
</tbody>
</table>

Notifying Commissioners Court of Conference/Travel/Training funds used by Grant Funds

Institute of Forensic Sciences – requests approval for Timothy Sliter to attend the National Institute of Justice 2010 Grant Management Summit. Attendance at this meeting is required for all organizations that receive funding through the National Institute of Justice. All expenses are paid by NIJ.

Health and Human Services - requests the following:

a) Diane Turner to attend the “Black Women and HIV/AIDS in Texas: Change Begins with Me HIV Ends with US” course in Houston, Texas from October 20 – 22, 2010 for a total estimated cost of $310, which includes airfare ($250) and baggage fees ($60). Funding is available in the VD Epidemiology grant (#8740).

b) Wendy Chung, MD to attend the Infectious Disease Society of America (IDSA) 48th Annual Meeting Presentation in October 20 -24, 2010 in Vancouver, Canada. There is no cost to Dallas County.

c) Felecia Barnett and Marsia Gonzales to attend a “Routine Testing Evaluation Meeting” in Houston, Texas from September 29 – 30, 2010 for a total estimated cost of $720,
which includes airfare ($600) and baggage fees ($120).

d) Barbara Smith to attend a Clinical Conference for the purpose of obtaining clinical knowledge and continuing education credits necessary to maintain licensure and prescriptive authority as a FNP. The conference is located in Dallas, Texas from October 8 -9, 2010. There is no cost to Dallas County for employee to attend.
October 5, 2010

TO: Commissioners Court

FROM: Ryan Brown, Budget Officer

SUBJECT: Hiring Freeze

The Dallas County Commissioners Court authorized a "rolling 90 day hiring freeze" for the Fiscal Years 2009 through 2011. Under the "rolling 90 day hiring freeze" any position that becomes vacant must be held vacant for 90 days in addition to the normal encumbrance (paid vacation and compensatory time). Any Elected Official wishing to fill a vacant position before the end of the "rolling 90 day hiring freeze" must notify Commissioners Court of their intent to fill the position. Any Department Head wishing to fill a vacant position before the end of the "rolling 90 day hiring freeze" must receive Commissioners Court approval before they can fill the position.

For October 5, 2010 two Elected Officials desired to have their requests related to the "rolling 90 day hiring freeze" be briefed to Commissioners Court.

Elected Officials notifying Commissioners Court of their intent to fill a position before the expiration of the "rolling 90 day hiring freeze".

District Attorney – The District Attorney’s Office desires to notify Commissioners Court of their intent to hire an Assistant District Attorney I, position #3464 working in the Misdemeanor Division prior to the expiration of the "rolling 90 day hiring freeze". Filling this position before the expiration of the "rolling 90 day hiring freeze" will cost the County up to $16,976 in savings opportunity.

Tax Assessor/Collector – The Tax Assessor/Collector’s Office desires to notify Commissioners Court of their intent to hire a Process Support Supervisor, grade A, position #829 and a Clerk IV, grade 8, position #819 prior to the expiration of the "rolling 90 day hiring freeze". Filling these positions before the expiration of the "rolling 90 day hiring freeze" will cost the County up to $20,701 in savings opportunity.
Department Heads requesting Commissioners Court approval to fill a position before the expiration of the “rolling 90 day hiring freeze”.

Public Defender – The Public Defender Department desires to notify Commissioners Court of their intent to hire two Attorney IV positions (position #7200 and position #7715). It is anticipated that this will result in two Attorney III positions being promoted, along with two Attorney II positions being promoted and two new individuals being hired into the Attorney II vacancies. Once the position numbers become known they will be provided to the County Auditor so they may be exempted from the “rolling 90 day hiring freeze”. Since Public Defenders are cost effective compared to Court Appointed Attorneys these exemptions will result in a savings to the County.
October 5, 2010

MISCELLANEOUS

1) **HEALTH & HUMAN SERVICES** – requests approval to accept a donation of $148,916.63 from TXU Energy for assistance to those TXU Energy customers financially distressed with utility payments.

   **(COURT ORDER ON FORMAL AGENDA)**

2) **PURCHASING** – requests approval:

   a) to request missing documentation and other forms required for Bid No. 2010-082-5192 Annual Contract for Janitorial Services for the Health and Human Services Building and Sheriff's Department Human Resources Offices and Bid No. 2010-083-5193 Annual Contract for Janitorial Services for the Frank Crowley Courts Building, Lew Sterrett Justice Center and Adjacent Towers that were required to submitted with the bid proposal response from the top five lowest bidders in order to complete the evaluation process.

   b) to request missing documentation and samples for Bid No. 2010-084-5195 Annual Contract for the Purchase of Commercial Grade Carpet that were required to be submitted with the bid proposal in order to complete the evaluation process.

3) **PLANNING & DEVELOPMENT** - requests approval to purchase annual membership dues to American Society of Civil Engineers for Abel Saldana, CDBG Project Engineer. The membership is effective January 1 – December 31, 2011. The membership fee is $265. Funds are available in the CDBG Dues & Subscription, FY2010 budget (466.000.2080.000.00000.9387). Recommended by the Office of Budget and Evaluation.

4) **DIVERT COURT** - requests approval to utilize $10,000 for sober living transitional housing services for DIVERT Court participants. Participants receive assistance generally for 30 days (unless extenuating circumstances require participants to stay for a longer period not to exceed 60 days). Each participant receives on average $400-$500 which covers room and board for 30 day period. The transitional housing activity is a main program component. There was an estimated $6,500 dollars (benefitting 14 participants) spent on this program function during FY2010. Funding is available in DIVERT Court Escrow Account (532.94052) for FY2011. Recommended by the Office of Budget and Evaluation.
5) **IT SERVICES** - requests approval to purchase installation services for desktop computers in the Criminal Courts of the Crowley Building, under the provisions of the contract with TechForce Technologies. To expedite the replacement of 42 computers, whose lack of functionality is impacting the processing of cases, additional desktop resources will be assigned to this effort. Installation of the computers will be completed within 3 weeks at a cost of $2,100. Funding to cover the cost of this request is available from the Office of Information Technology budget for IT Supplier Contracts - 00195.1090.6540. Recommended by the Office of Information Technology.

6) **FACILITIES MANAGEMENT** – requests approval:

   a) pursuant to the requirements set forth in the latest revision of the Fair Labor Standards Act (effective March 23, 2010) regarding accommodations for nursing mothers, space has been identified in the Records Building. The space is currently occupied by janitorial staff and is located on the Ground floor. Janitorial staff will be relocated to the 3rd floor (vacated Judge's Chamber) at no cost to the County. The space on the ground floor will be modified to accommodate the requirement. Estimated cost for this modification is $1,200.00. Funds are available in the Permanent Improvement Fund 126.2635.1075.70120. Recommended by the Office of Budget and Evaluation.

   b) to remove/replace roof flashings at Medlock Juvenile Center. The estimated cost for this turnkey project is $4,000. Funds are available in the Permanent Improvement Fund (126.5590.1110.79999). Recommended by the Office of Budget and Evaluation.

**MISCELLANEOUS EQUIPMENT**

Actual invoiced amounts may deviate by up to $5 from the amounts listed without additional Commissioners Court Authorization.

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<tr>
<th>(1)</th>
<th>DEPARTMENT: 5216 Health &amp; Human Services – TB Clinic</th>
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<tbody>
<tr>
<td>ITEM:</td>
<td>1 – Hard Drive</td>
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<tr>
<td>ESTIMATED COST:</td>
<td>$260</td>
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<td>FUNDING SOURCE:</td>
<td>Within Budget</td>
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<td>EXPENDITURE SOURCE:</td>
<td>120.5216.02090.0000 (General Fund, Health &amp; Human Services, Property, less than $5,000, FY2010)</td>
</tr>
<tr>
<td>PROPOSED ACTION:</td>
<td>The Health &amp; Human Services Department is requesting authorization to purchase the above listed item for the TB Clinic to back up x-rays. Parkland Funded. Recommended by the Office of Budget and Evaluation.</td>
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</table>

10/05/10
(2) DEPARTMENT: Health & Human Services – Cities Readiness Initiative

ITEM: 1 – Steel Flap for Trailer

ESTIMATED COST: $380

FUNDING SOURCE: Within Budget

EXPENDITURE SOURCE: 466.0000.02090.2010 (Grant Fund, Health & Human Services, Property, less than $5,000, FY2010)

PROPOSED ACTION: The Health & Human Services Department is requesting authorization to purchase the above listed item for the Cities Readiness Initiative Grant #8725, which was court, ordered on July 13, 2010, and assigned court order number 2010 – 1167. Recommended by the Office of Budget and Evaluation.

(3) DEPARTMENT: Health & Human Services – CPS-PHER Focus Area

ITEMS:

2 – Steel Flap for Trailer

ESTIMATED COST: $760

FUNDING SOURCE: Within Budget

EXPENDITURE SOURCE: 466.0000.02090.2010 (Grant Fund, Health & Human Services, Property, less than $5,000, FY2010)

PROPOSED ACTION: The Health & Human Services Department is requesting authorization to purchase the above listed items for the CPS – PHER Focus Area Grant #8733, which was court, ordered on September 14, 2010, and assigned court order number 2010 – 1526. Recommended by the Office of Budget and Evaluation.

(4) DEPARTMENT: Health & Human Services – TACAA

ITEMS:

4 – Optiplex 780 with Monitor
3 – Dell Latitude E6500 Black Intel Core 2 DuoT9900 w/VT Memory 4 GB Primary storage 250GB

ESTIMATED COST: $11,227

FUNDING SOURCE: Within Budget

EXPENDITURE SOURCE: 466.0000.02093.2010 (Grant Fund, Health & Human Services, Property, less than $5,000, FY2010)
PROPOSED ACTION: The Health & Human Services Department is requesting authorization to purchase the above listed items for the TACAA Grant #8502, which was court, ordered on February 23, 2010, and assigned court order number 2010 – 0343. Recommended by the Office of Budget and Evaluation.

(5) DEPARTMENT: Health & Human Services – OPHP
Bioterrorism
ITEMS:
2 – Cisco 2 Port Voice Interface Card FXO
2 – Cisco 4 Port Enet High Speed Switch
2 – Cisco Smartnet
2 – Cisco Router
2 – Satellite Modem

ESTIMATED COST: $8,638
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 466.0000.08418.2011 (Grant Fund, Health & Human Services, Property, less than $5,000, FY2010)

PROPOSED ACTION: The Health & Human Services Department is requesting authorization to purchase the above listed items for the OPHP Bioterrorism Grant #8725, which was court, ordered on July 27, 2010, and assigned court order number 2010 – 1229. Recommended by the Office of Budget and Evaluation.

(6) DEPARTMENT: Facility Quality Assurance Team
ITEMS:
3 – Fluke Multi-Meter Combo ($275 each)

ESTIMATED COST: $825
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 120.1028.2690 (General Fund, QA, Hardware & Electrical Supplies)

PROPOSED ACTION: Facility Quality Assurance Team is requesting authorization to purchase the above listed items at a cost of $825 to test electrical equipment in the jail facilities. Recommended by the Office of Budget and Evaluation.

(7) DEPARTMENT: Facility Quality Assurance Team
ITEMS:
1 – Components to Upgrade Control Panel ($5,863)
5 – 8 gal. Wall Mount Water Cooler ($406 each)

ESTIMATED COST: $7,893
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 120.1028.2670 (General Fund, QA, Maintenance)
PROPOSED ACTION: Facility Quality Assurance Team is requesting authorization to purchase the above listed items at a cost of $7,893 for the Frank Crowley Building. Recommended by the Office of Budget and Evaluation.

(8) DEPARTMENT: Office of Information Technology
ITEMS: 2 – Video Cards for Dell Computers ($200 each)
ESTIMATED COST: $400
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 195.0.02093.0.0.92055 (Hardware Refresh)
PROPOSED ACTION: The Office of Information Technology requests Commissioners Court approval to purchase two video cards for Dell computers. The video cards will be added to existing computers in the HHS and Forensics Buildings to allow the Facilities Manager to monitor important environmental systems while working on other efforts. Funding is available in 195.0.02093.0.0.92055 (Hardware Refresh). Recommended by the Office of Information Technology.

(9) DEPARTMENT: Office of Information Technology
ITEMS: 78 – Standard Dell Desktop Computers / Surge Protection
16 – Networked Laser Printers
3 – Desktop Laser Printers
ESTIMATED COST: $95,110
FUNDING SOURCE: County Clerk Records Management Fund
PROPOSED ACTION: The Office of Information Technology requests Commissioners Court approval to purchase seventy-eight Dell computers and nineteen printers to refresh the computer hardware in the County Clerk criminal section. The updated computer hardware is needed to support the digital court efforts of the department. Funding is available in County Clerk Records Management Fund. Recommended by the Office of Information Technology.
(10) **DEPARTMENT:** Office of Information Technology  
**ITEMS:**  
1 – 19" Privacy Screen  
2 – 500GB External Hard Drives  
6 – Desktop Duplex Printers  
1 – Network Duplex Printer  
1 – Dual Video Card  
**ESTIMATED COST:** $3,000  
**FUNDING SOURCE:** County Clerk Records Management Fund  
**PROPOSED ACTION:** The Office of Information Technology requests Commissioners Court approval to purchase various computer-related items for the County Clerk's office to update obsolete hardware, provide additional security for sensitive data and to facilitate data requests. Funding is available in County Clerk Records Management Fund. Recommended by the Office of Information Technology.

(11) **DEPARTMENT:** Facilities Management  
**ITEM:** Alarm System for Oak Cliff Sub  
**ESTIMATED COST:** $245  
**FUNDING SOURCE:** Within Budget  
**EXPENDITURE SOURCE:** 120.1022.02670 (General Fund, Facilities, Maintenance)  
**PROPOSED ACTION:** Facilities Management is requesting funding for replacement alarm system for Oak Cliff Sub that is no longer operational. Recommended by the Office of Budget and Evaluation.

(12) **DEPARTMENT:** Facilities Management  
**ITEM:** Alarm System for Oak Cliff Sub  
**ESTIMATED COST:** $245  
**FUNDING SOURCE:** Within Budget  
**EXPENDITURE SOURCE:** 120.3250.02640 (General Fund, Constable Precinct #5, Maintenance)  
**PROPOSED ACTION:** Facilities Management is requesting funds for new alarm system for Oak Cliff sub in Constables area. Recommended by the Office of Budget and Evaluation.

(13) **DEPARTMENT:** Road and Bridge District #2  
**ITEM:** Desk Chair  
**ESTIMATED COST:** $223  
**FUNDING SOURCE:** Within Budget – Office Supplies (2160)  
**EXPENDITURE SOURCE:** 105.2520.2090 (Road and Bridge, District #2, Property less than $5,000)
PROPOSED ACTION:

Road and Bridge District #2 is requesting authorization to purchase a replacement desk chair for a broken chair. Recommended by the Office of Budget and Evaluation.

(14) DEPARTMENT: Constable Precinct 3 - Adameick
ITEM: 2 - Cases .45 Auto 230 Grain SXT
ESTIMATED COST: $62
FUNDING SOURCE: Federal Forfeiture
EXPENDITURE SOURCE: 532.0.213 1.0.0.91006 (Federal Forfeiture Account)

PROPOSED ACTION:

Constable Precinct 3 is requesting authorization to pay the extra $62 for the above items. These items were originally briefed as two (2) cases of .45 Auto 230 Grain SXT at $494 or $247 each on April 7, 2009. After receiving the items an issue has been seen with the pricing which should have been $278 each or $556. Recommended by the Office of Budget and Evaluation.

(15) DEPARTMENT: DIVERT
ITEM: 1 – Steel Storage
ESTIMATED COST: $100
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 120.4015.02090 (General Fund, DIVERT, Property less than $5,000)

PROPOSED ACTION:

DIVERT Court requests approval to purchase a steel storage for office supplies and other program equipment. The office was flooded in August due to heavy rain. Recommended by the Office of Budget and Evaluation.

(16) DEPARTMENT: Information Technology Services
ITEMS: 1 – Dell R610 Blade Server
ESTIMATED COST: $7,300
EXPENDITURE SOURCE: 0195.2093.92055 (Hardware Refresh)
PROPOSED ACTION:

The Office of Information Technology requests Commissioners Court approval to purchase one Dell R610 blade server for use as the SolarWinds monitoring platform. SolarWinds is currently running on a Dell 2850 server which is out of warranty, and no longer has the required processing power to monitor all of the County’s network servers, switches and routers. The new server will provide the increased memory and faster processor speeds required. Funding is available in 195.0.8630.0.92055, Hardware Refresh. Recommended by the Office of Information Technology.

(17) DEPARTMENT:
Information Technology Services
ITEMS:
8 – Dell PDU’s for Dell Server Cabinets
ESTIMATED COST:
$850
EXPENDITURE SOURCE:
0195.0.2093.0.92055 (Hardware Refresh)

PROPOSED ACTION:
The Office of Information Technology requests Commissioners Court approval to purchase eight Dell PDU’s for use in existing Dell server cabinets. The PDU’s will be used to provide in-cabinet power connections for the NetApp SAN’s in the Records data center and the Frank Crowley data center. Funding is available in 0195.0.2093.92055, Hardware Refresh. Recommended by the Office of Information Technology.

(18) DEPARTMENT:
Information Technology Services
ITEMS:
1 – Dell R710 PowerEdge Server
ESTIMATED COST:
$10,400
EXPENDITURE SOURCE:
0195.0.8630.0.92055 (Hardware Refresh)

PROPOSED ACTION:
The Office of Information Technology requests Commissioners Court approval to purchase one Dell R710 Power Edge server to replace the current Dell 6850 server which is out of warranty, and no longer has the required processing power to handle the County’s backups. The new server will provide the increased memory and faster processor speeds required to process backups in a timely manner. Funding is available in 0195.0.8630.0.92055, Hardware Refresh. Recommended by the Office of Information Technology.
(19) DEPARTMENT: Information Technology Services
ITEMS: 1 - ADManager Plus Professional Annual Subscription fee for 1 Domain - 5 users
1 - ADManager Plus Professional Annual Subscription fee for 1 Additional Domain $3,047
0195.0.2093.0.92055 (Hardware Refresh)
The Office of Information Technology requests Commissioners Court approval to purchase one ADManager Plus Professional Annual Subscription fee for 1 Domain - 5 users, plus 1 - ADManager Plus Professional Annual Subscription fee for 1 Additional Domain. This software will be used to administer the Dallas County Active Directory. Funding is available in 0195.0.2093.0.92055, Hardware Refresh. Recommended by the Office of Information Technology.

(20) DEPARTMENT: Information Technology Services
ITEMS: 100 - LTO2 Tapes
80 - LTO3 Tapes
5 - Sheets LTO Tape Labels $4,700
0195.0.2093.0.92055 (Hardware Refresh)
The Office of Information Technology requests Commissioners Court approval to purchase one hundred (100) LTO2 tapes, eighty (80) LTO3 tapes, and five (5) sheets LTO tape labels. These tapes will be used to backup Dallas County data for long-term retrieval. Funding is available in 0195.0.2093.0.92055, Hardware Refresh. Recommended by the Office of Information Technology.

(21) DEPARTMENT: Information Technology Services
ITEMS: 50 25-ft blue Cat5e cables
100 10-ft blue Cat5e cables $500
0195.0.2093.0.92055 (Hardware Refresh)
PROPOSED ACTION:

The Office of Information Technology requests Commissioners Court approval to purchase fifty (50) 25-ft. blue Cat5e cables and one hundred (100) 10-ft. blue Cat5e cables. These cables will be used in the Records Data Center to re-cable servers that have been moved into different cabinets and racks. Funding is available in 0195.0.2093.0.92055, Hardware Refresh. Recommended by the Office of Information Technology.

DEPARTMENT:

Information Technology Services

ITEMS:

4 – Intel Quad-Port NICS for Dell Servers

ESTIMATED COST:

$1,504

0195.0.2093.0.92055 (Hardware Refresh)

EXPENDITURE SOURCE:

The Office of Information Technology requests Commissioners Court approval to purchase four (4) Intel quad-port NICS for Dell servers. These NICS will be placed in servers that will be used for the test/dev VMWare environment in the Records Data Center. Funding is available in 0195.0.2093.92055, Hardware Refresh. Recommended by the Office of Information Technology.

DEPARTMENT:

194th Criminal District Court

ITEM:

1 – Display Phone

ESTIMATED COST:

$76

DDA

FUNDING SOURCE

120.4410.02090 (General Fund, 194th

EXPENDITURE SOURCE:

Criminal District Court, Property less than $5,000)

PROPOSED ACTION:

194th Criminal District Court requests approval to purchase a display phone for the Coordinator’s office. Up to 5,000 special jury summons are mailed out when a court is selecting a capital murder jury. The Court Coordinator’s phone number is provided on the summons resulting in an influx of phone inquiries. A display phone will allow the Court Coordinator to screen calls involving the daily docket and take calls from County employees with more urgent matters, which allows the Court Coordinator to spend her time more efficiently. Recommended by the Office of Budget and Evaluation.
363rd Criminal District Court
1 - Display Phone
$76
Within Budget
120.4455.02090 (General Fund, DIVERT, Property less than $5,000)

363rd Criminal District Court requests approval to purchase a display phone for the Coordinator’s office. Up to 5,000 special jury summons are mailed out when a court is selecting a capital murder jury. The Court Coordinator’s phone number is provided on the summons resulting in an influx of phone inquiries. A display phone will allow the Court Coordinator to screen calls involving the daily docket and take calls from County employees with more urgent matters, which allows the Court Coordinator to spend her time more efficiently. Recommended by the Office of Budget and Evaluation.

Sheriff (Intelligence)
1 – Jetscan Currency Counter
$1,000
0532.0.2090.0.0.91002 (Federal Forfeiture)
The Sheriff’s Department requests approval to replace the current money counter. The section confiscates monies which require counting and documenting the amounts for chain of evidence and accountability. Recommended by the Office of Budget and Evaluation.

TELECOMMUNICATIONS

305th District Court - P-1007003 - requests to install 8 data drops for Juvenile Video Project. Equipment $0.00; Installation $993.10; Recurring Cost $0.00 – Recommended – Funding 7411/2010

Facilities -D-1008002 – requests re-briefing briefed for $200.00 on 8/24/10, actual total amount $230.86, due to vendor having to re-pull cable. Requests installation of a data drop. Recommended
GA Jury Services - D-1009012 - requests
D-1009012 - to relocate the data line outside of Central Jury to inside Central Jury Services office. Equipment $0.00; Installation $200.00; Recurring Cost $0.00 - Recommended

D-1009013 - to relocate the data line outside of Central Jury to inside Central Jury Services office. Equipment $0.00; Installation $200.00; Recurring Cost $0.00 - Recommended

D-1009014 - to relocate the data line outside of Central Jury to inside Central Jury Services office. Equipment $0.00; Installation $200.00; Recurring Cost $0.00 - Recommended

HHS - M-1009026 - requests a multiline display phone for the new Health Authority. Equipment $76.50; Installation $0.00; Recurring Cost $0.00 - Recommended

HHS-ADMIN - M-1008026 - requests re-briefing briefed for $200 on 8/31, actual total amount $263.43. Due to additional time. Equipment $0.00; Installation $0.00; Recurring Cost $0.00 – Recommended – Funding 087421

Quality Assurance - M-109035 - requests pager for Electronic Technician at Kays Tower. Equipment $29.95; Installation $0.00; Recurring Cost $2.50 - Recommended

- Funding for the above requests are available from countywide department 1023, line item 7210 telecom equipment and department 1023, line item 6250 cable contract, if otherwise it will be stated in brief.

- Projects are funded by requesting department, if otherwise it will be stated in brief.

- Cell Phone funding is provided by the requesting department and is stated.

- Pagers are funded from department 1023, line item 7214.