DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

ADDENDUM

September 28, 2010

REPORTS/RECOMMENDATIONS/REQUESTS

A1) COMMISSIONERS COURT ADMINISTRATION

Project Proposal for the Adult Case Management System (ACMS) ............... Handout
DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA
September 28, 2010

REPORTS/RECOMMENDATIONS/REQUESTS

PAGE NOS.

1) HEALTH & HUMAN SERVICES
a) Professional Services Contract for Pharmacy Services with Howard Aldridge, Jr. ............................................................................................ 4-27
b) FY 2011 Transportation Agreements ............................................................................. 28-45

2) FORENSIC SCIENCES
a) City of Austin Amendment No. 3 to Interlocal Agreement for FY 2011 Forensic Laboratory Services ............................................................................. 46-53
b) Interlocal Agreement with UT Southwestern for Indigent Dispositions .......... 54-60

3) DISTRICT COURT ADMINISTRATION
ADR Program & Dispute Mediation Services ...................................................................... 61-81

4) FACILITIES
a) Parking Agreement with the Oak Cliff Bible Fellowship Church ...................... 82-84
b) Parking Agreement with the Templo Betania Evangelistic Center ...................... 85-87

5) PURCHASING
a) Render Susceptible for Contract Negotiations/Award Consideration RFQ No. 2010-065-5119 – Request for Statements of Qualifications for Professional Elevator Consultant Services ............................................................................. 88-89
b) Exemption Request for PBX Maintenance, Hardware and Technical Support Services ........................................................................................................ 90

9/28/2010
6) **HUMAN RESOURCES/CIVIL SERVICE**
   a) Deputy Constables – Recommended Hiring Process ........................................91-95
   b) Policy Revisions – Nepotism Policy ..............................................................96-100

7) **INFORMATION TECHNOLOGY**
   Request Funding for OnBase Training ..................................................................101-102

8) **COMMISSIONERS COURT ADMINISTRATION**
   Memorandum of Understanding with Letot Center Capital Foundation ......................103-108

9) **COMMISSIONERS COURT LEGAL ADVISOR**
   Modification of County Policy relating to Computer and Network Network usage by Elected Officials ..........................................................109-120

10) **PLANNING & DEVELOPMENT**
    Tax Abatement Request from Maxim Integrated Products ......................................121-122

11) **PUBLIC WORKS**
    Beverly Drive MCIP Project 13102 (Westside Drive to Airline Road)
    Supplemental Agreement to the Master Agreement Governing Major Capital Transportation Improvement Projects .........................................123-135
        (COURT ORDER ON FORMAL AGENDA)

12) **BUDGET**
    a) Cell Phones and Pagers ..................................................................................136-142
    b) Hiring Freeze ................................................................................................143
    c) Conference/Travel/Training Requests ............................................................144-146

13) **Report by Tatum Consulting** ........................................................................11:00 a.m.

  9/28/2010
14) INFORMATION

- Jail Population Report
- Budget-Reserve Balance Report – September 22, 2010
- Constable, Precinct 2-State/Federal Forfeiture Budget Effective FY 2011
- Purchasing:
  - Annual Contract Data Information
  - Annual Contract Extensions
- HHS:
  - Updates

15) Miscellaneous, Miscellaneous Equipment, and Telecommunications Requests

16) PUBLIC COMMENTS

 Speakers

FIVE SIGNATURE DOCUMENT(s) FOR CONSIDERATION

Minister’s Letter of Appreciation

DATES TO REMEMBER
MEMORANDUM

TO: COMMISSIONERS COURT
FROM: Zachary Thompson, Director
DATE: September 28, 2010
SUBJECT: PROFESSIONAL SERVICES CONTRACT FOR PHARMACY SERVICES WITH HOWARD ALDRIDGE, JR.

BACKGROUND OF ISSUE

It is the desire of Dallas County Health and Human Services to contract for Pharmacy Services with Howard Aldridge, Jr., a licensed pharmacist, to serve as Pharmacist-in-Charge. The Pharmacy-in-Charge will ensure that outdated unusable, and/or recalled drugs are disposed of in such a manner as to comply with Texas State Board of Pharmacy Rules and Regulations. In addition, the pharmacist will review and update the DCHHS pharmacy policies and procedures manual as required by the Texas State Board of Pharmacy.

IMPACT ON OPERATIONS

Mr. Aldridge will work in conjunction with the Health Division Clinic supervisors in coordinating and completing any inspections of our pharmacy procedures. Health Division staff will monitor the performance of Mr. Aldridge in the fulfillment of his duties and responsibilities as outlined in the contract.

LEGAL CONSIDERATIONS

The County Judge is required to sign the contract after approval by the Commissioners Court. The District Attorney’s Office, Civil Section, has reviewed and modified the contract content, and the contract has been approved as to form.

FINANCIAL CONSIDERATIONS

Mr. Aldridge agrees to provide pharmacy services with twelve (12) equal payments of $833.33 not to exceed $10,000.00 annually. Funding for this Contract has been included in FY'2011 Budget for Health and Human Services Administration.
STRATEGIC PLAN COMPLIANCE

Recommendations included in this briefing are consistent with the Dallas County Strategic Plan, Vision 2: Dallas County is a healthy community. The agreement is included under the strategy for the provision of disease prevention, health promotion and human service programs to County residents.

PROJECT SCHEDULE

This Contract shall be effective by both parties for the period of October 1, 2010 through September 30, 2011

RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the contract for Pharmacy Services with Mr. Howard Aldridge, Jr., and authorizes the County Judge to sign the contract on behalf of Dallas County.

Recommended by: Zachary Thompson, Director

cc: Darryl Martin, Court Administrator
Virginia Porter, County Auditor
Ryan Brown, Budget Officer
STATE OF TEXAS

COUNTY OF DALLAS

1. PARTIES

Whereas, Howard Aldridge, Jr. ("Contractor") is a pharmacist licensed by the State of Texas and owner of the Aldridge Family Pharmacy at 1408 Bonnie View Rd., Dallas, Texas 75203; and

Whereas, Contractor is a neighborhood pharmacist who is centrally located; and

Whereas, This central location will enable Contractor to make inspections, without notice, of the Dallas County Health and Human Services ("DCHHS") clinic sites, and ensure that Dallas County ("County") fully complies with all rules and regulations regarding a Class D Pharmacy.

Now, therefore, this Contract is entered into by and between County, on behalf of DCHHS, and Contractor for a public purpose and pursuant to the authorities and requirements of the Texas Local Government Code § 262.024(a)(4), Texas Health and Safety Code § 242.602, and Texas Occupations Code § 562.101 for the purpose of maintaining Class D Pharmacies.

2. SERVICES TO BE PROVIDED BY CONTRACTOR

A. To serve as Pharmacist-in-Charge of the County's Class D Pharmacies;

B. To prepare the annual application for Class D licensure in conjunction with County staff;

C. To review monthly, and document the County's services that provide drugs to patients, to assure that County meets all the requirements of Class D Pharmacy as prescribed by the Texas Board of Pharmacy;

D. To perform an evaluation of the pharmaceutical and dispensing procedures being utilized in the clinics listed below as frequently as necessary to assure compliance with the law;

E. To review and update the pharmacy policies and procedures manual as required to insure continuing compliance with applicable laws, rules, and regulations;

F. To provide on-site monthly inspections for the following clinics:

Preventive Health:
Main Clinic 2377 N. Stemmons Freeway, Room 154
Carrollton 2774 Valwood Parkway
Grand Prairie 1413 Densman
Irving 440 S. Nursery
Dallas (John West) 3312 N. Buckner Blvd., Ste. 200
Dallas (Jefferson) 1113 E. Jefferson Blvd., Ste. 200
Dallas (Northwest Hwy) 2445 W. Northwest Hwy., Ste.107A
**Sexually Transmitted Disease:**
Main Clinic 2377 N. Stemmons Freeway, Room 101

**Tuberculosis:**
Main Clinic 2377 N. Stemmons Freeway, Room 300

G. To provide for availability of the Pharmacist-in-Charge on occasions of review or inspection of County's Class D Pharmacy by the Texas State Health Services ("DSHS"), Texas State Board of Pharmacy, or similar official review agencies

H. To ensure that outdated, unusable, and/or recalled dangerous drugs are disposed of in such a manner as to comply with Texas State Board of Pharmacy Rules and Regulations.

3. **TERM**

The term of this Contract shall be effective from October 01, 2010 through September 30, 2011, unless otherwise stated elsewhere in this Contract.

4. **PAYMENT FOR SERVICES**

A. Contractor agrees to submit complete, fully documented and accurate itemized invoices with appropriate/applicable attachments, statistical and programmatic documentation reports, as required by County for the prior month's services in the format described in Exhibit A on or before the Fifth (5th) of the month.

B. Upon receipt of invoice, County agrees to compensate Contractor in a pro-rated amount of Eight Hundred Thirty-Three Dollars and 33/100 Dollars ($833.33) per month for such services by the last day of the month that the invoice is due. County will make payment to Contractor upon receipt of a verified and proper billing for services actually rendered. Any payments by County to Contractor may be withheld if the Contractor fails to comply with County's contract provisions, deliverables, or other requirements relating to Contractor's performance of work and services under this Contract. County shall pay Contractor only for those costs that are allowable under applicable laws, including, without limitation, the federal rules, regulations, cost principles, the guidelines under HRSA and the DSHS, and those stated in this Contract. County shall have the right to withhold all or part of any payments to the Contractor to offset any payment or reimbursement made to Contractor for ineligible expenditures, undocumented units of service billed, and any profit made from the program by Contractor.

C. **Not to Exceed Amount.** The maximum amount to be paid under this Contract is Ten Thousand and 00/100 Dollars ($10,000.00).

D. Contractor agrees that a temporary delay in making payments due to the County's or DCHHS' accounting and disbursement procedures shall not place the County/DCHHS in default of this Contract and shall not render the County/DCHHS liable for interest or penalties, provided such delay shall not exceed thirty (30) calendar days after its due date. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.
E. Contractor agrees to submit no more than one such billing/invoice per month.

F. Prior Debts. County shall not be liable for costs incurred or performances rendered by Contractor before or after the Contract Term; for expenses not billed to County within the applicable time frames set forth in this Contract; or for any payment for services or activities not provided pursuant to the terms of this Contract.

5. REPORTING AND ACCOUNTABILITY

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

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

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

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

6. INDEMNIFICATION

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

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

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

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

7. INSURANCE

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

1) **Workers’ Compensation Insurance** or self insured employee coverage in the amount as required by the law of the State of Texas or Federal law, meeting the acceptability requirements as established by the Texas Workers’ Compensation Act, Title 5, Subtitle A, Texas Labor Code, if Contractor has any employee(s) as defined by the Workers’ Compensation Act. If Contractor has no employee (as defined by the Texas Workers’ Compensation Act), Contractor shall provide County with a sworn Affidavit stating that there is no employee in lieu of a Certificate of Insurance (attached hereto as Exhibit B and incorporated herein for all purposes). In the event that any work is sublet Contractor shall require the subcontractors to similarly provide Workers’ Compensation Insurance for all of the subcontractors’ employees unless such employees are afforded protection by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

2) **Commercial General Liability Insurance, including Contractual Liability Insurance.** Commercial General Liability Insurance coverage for the following: (a) Premises Operations; (b) Independent Contractors or Contractors; (c) Products/Completed Operations; (d) Personal Injury; (e) Contractual Liability; (f) Explosion, Collapse and Underground; (g) Broad Form Property Damage, to include fire legal liability. Such insurance 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 products and completed operations aggregate of Five Hundred Thousand and 00/100 Dollars ($500,000.00). There shall not be any policy exclusion or limitations for personal injury, advertising liability, medical payments, fire damage, legal liability, broad form property damage, and/or liability for independent contractors or such additional coverage or increase in limits specifically contained within the bid specifications.

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) **Professional Liability Insurance or Errors and Omissions Insurance.** Contractor shall indemnify County for damages resulting from defects, errors or omissions and shall secure, pay for and maintain in full force and effect during the term of this Contract and any subsequent extensions hereto and thereafter for an additional five (5) years from the effective date of cancellation, termination or expiration of this Contract or any subsequent extensions hereto, sufficient errors and omissions insurance in a minimum amount of Five Hundred Thousand and 00/100 Dollars ($500,000.00) per occurrence 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.

4) **Comprehensive Automotive Liability Insurance.** Prior to using or causing to be used a motor vehicle other than a vehicle for hire (cab), Contractor shall furnish to the County a certificate showing comprehensive auto liability insurance covering all owned, hired and non-owned vehicles (excluding cabs) used in connection with the work performed under this Contract, with the minimum limits of State required automobile liability insurance for bodily injury and property damages.

B. Contractor agrees that, with respect to the above referenced insurance, all insurance contracts will contain the following required provisions:

1) Name County as an additional insured (as the interest of each insured may appear) as to all applicable coverage.

2) Provide for thirty (30) calendar days prior written notice to the County for cancellation, non-renewal or material change, or ten (10) calendar days for non-payment of premium.

3) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insured's under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.

4) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.

5) Provide for an endorsement that the other insurance clause shall not apply to the County where the County is an additional insured on the policy.

6) Provide for notice to the County at the address shown below by registered mail.

7) Each applicable policy of insurance shall contain a waiver of subrogation if required above under subsection 1, and Contractor agrees to waive subrogation against County, its elected officials, officers, employees, agents and representatives for injuries, including death, property damage or any other loss.

C. Contractor shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an insurance company should deny coverage. All insurance coverage shall be on an occurrence basis or a claims basis if Contractor provides for three (3) year tail coverage, unless specifically approved in writing and executed by the County’s Purchasing Agent and Risk Manager.

D. It is the intent of these requirements and provisions that insurance covers all cost and expense so that the County will not sustain any expense, cost, liability or financial risk as
a result of the performance of services under this Contract.

E. Except as otherwise expressly specified, Contractor shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company’s right of recovery against County, whether by way of subrogation or otherwise.

F. **Insurance certificates.** The certificates of insurance shall list Dallas County as the certificate holder. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Director of Purchasing located at the Dallas County Records Building, 509 Main Street, 6th Floor, Suite 623, Dallas, Texas 75202 within ten (10) calendar days of execution and/or renewal of this Contract and upon renewals and/or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Contract subject to immediate termination at County’s sole discretion.

G. All insurance coverage shall be on a per occurrence basis or a per claim basis if Contractor provides for three (3) year tail coverage, unless specifically approved in writing and executed by the County’s Purchasing Agent and Risk Manager.

H. All insurance required to be carried by Contractor and/or subcontractors under this Contract shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Contractor.

I. If Contractor and/or his subcontractors fail to comply with any of the requirements relating to insurance, the County, in addition to all other remedies allowed by this Contract or in law, may, at its sole discretion and without waiving any rights that it may have, and in addition to all other remedies allowed by this Contract, obtain such insurance and deduct from the payments to Contractor the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor nor any third party shall have any recourse against the County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Contractor.

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

K. Minimum insurance is a condition precedent to any work performed under this Contract and for the entire term of this Contract, including any renewals or extensions. In addition to any and all other remedies County may have upon Contractor’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right:

1) to order Contractor to stop work hereunder which shall not constitute a
Suspension of Work;

2) to withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance;

3) to, at its sole discretion, declare a material breach of this Contract, which, at County's discretion, may result in:

   a) termination of this Contract;
   b) demand on any bond, as applicable;
   c) the right of the County to complete this Contract by contracting with the "next low proposal." Contractor will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to County by Contractor on demand; or
   d) any combination of the above.

4) to any combination of the above.

L. Contractor shall advise County in writing within 24 hours of any claim or demand against County or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract.

M. Acceptance of the services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, his employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the services performed by Contractor, his employees, subcontractors, and agents.

N. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or his subcontractor's performance of the work covered under this Contract.

O. Contractor shall provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

P. It is agreed that County shall deem Contractor's insurance primary with respect to any insurance or self insurance carried for liability arising out of operations under this Contract.

Q. Contractor shall notify County in the event of any change in coverage and shall give such notices not less than thirty days prior to the change, which notice must be accompanied by a replacement certificate of insurance.
R. Standard of Care: Services provided by Contractor under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar agreements.

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

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

8. EXPENSES

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

9. TERMINATION / SUSPENSION

A. Suspension. Should County desire to suspend the services, but not terminate the Contract, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. Contractor shall stop all services as set forth in this Contract and will cease to incur costs to County during the term of the suspension. Contractor shall resume work when notified to do so by County in a written authorization to proceed. If a change in the terms and conditions of payment for services of this Contract is necessary because of a suspension, a mutually agreed Contract amendment will be executed in accordance with this Contract.

B. Termination. Either party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Contract, terminate this Contract, in whole or part, by giving thirty (30) calendar days prior written notice thereof to the other party with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. County shall compensate the Contractor in accordance with the terms of this Contract for the services performed prior to the date specified in such notice. In the event of cancellation, Contractor shall cease any and all services under this Contract on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, Contractor shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. To the extent federal funds are available and reimbursement is permitted, County will reimburse Contractor for non-canceled obligations that were incurred prior to the termination date. Upon termination of this Contract as herein above provided, any and all unspent funds that were paid by County to Contractor under this Contract and any and all County data, documents and information in Contractor's possession shall be returned to County within five (5) business days of the date of termination. In no event shall County's termination of this Contract, for any reason, subject County to liability.

1) Without Cause: This Contract may be terminated, in whole or in part, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.
With Cause: County reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

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

b) **Non-Performance.** Contractor's non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by the County. Termination, in whole or in part, by the County under this Section may be made at County's option and without prejudice to any other remedy to which County may be entitled to at law or in equity, or elsewhere under this Contract, by giving thirty (30) days written notice to Contractor with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. County shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized. At County's sole discretion and with written notice by County, Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. County will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with Contractor's performance, such problems and/or deficiencies being determined by County. Nothing herein, however, shall be construed as negating the basis for termination for non-performance or shall in no way limit or waive County's right to terminate this Contract under any other provisions herein.

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

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

e) Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;

f) In County's sole discretion, if termination is necessary to protect the health and safety of clients;

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

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

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

Zachary Thompson, Director
Dallas County Health & Human Services
2377 N. Stemmons Freeway, LB 12
Dallas, TX 75207-2710

Howard Aldridge, Jr., Pharmacist
Aldridge Family Pharmacy
1408 Bonnie View Rd.
Dallas, TX 75203

11. SEVERABILITY

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

12. SOVEREIGN IMMUNITY

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

13. COMPLIANCE WITH LAWS AND VENUE

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

14. AMENDMENTS AND CHANGES IN THE LAW

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

15. ENTIRE AGREEMENT

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

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

17. GOVERNMENT FUNDED PROJECT

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

18. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

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

19. FISCAL FUNDING CLAUSE

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

20. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

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

21. PREVENTION OF FRAUD AND ABUSE

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

22. INDEPENDENT CONTRACTOR

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

23. ASSIGNMENT

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

24. SUBCONTRACTING

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

25. CONFIDENTIAL INFORMATION AND OWNERSHIP

A. Contractor, including, without limitation, its employees and agents, shall not disclose privileged or confidential communications or information acquired in the course of the performance of the services under this Contract, unless authorized by law. Contractor agrees to safeguard and adhere to all confidentiality, privacy and security requirements according to this Contract and the applicable federal, State and local rules and regulations for all information deemed confidential.

B. Confidentiality. "Confidential Information" means information designated as confidential or which would be recognized as confidential by a reasonable person from its nature and the circumstances surrounding its disclosure. Confidential Information includes, without limiting the generality of the foregoing, County Software, County Data, the terms of this
Contract, and information: (1) relating to the Disclosing Party's current or planned software (whether in object code or source code form) or hardware products or services, technical and non-technical information, formulae, tools, patterns, compilations, programs, devices, techniques, drawings, methodologies and processes; (2) relating to Disclosing Party's business, policies, strategies, operations, finances, plans or opportunities, including the identity of, or particulars about, the County's clients, customers or service providers; (3) marked or otherwise identified as confidential, restricted, secret or proprietary, including, without limiting the generality of the foregoing, information acquired by inspection or oral disclosure provided such information acquired by inspection or oral disclosure provided such information was identified as confidential at the time of disclosure or inspection; or (4) relating to individual health information, including without limitation, mental health information, sexually transmitted diseases information, and HIV-AIDS related information.

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

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

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

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

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

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

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

K. Contractor Software. Contractor shall identify any Contractor Software that will be used to provide the services under this Contract. Without the fully informed written consent of the County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager), Contractor shall not use in performing the services pursuant to this Contract any Contractor Software that is not commercially available to County. Contractor shall install, operate and maintain, at his own expense, any Contractor Software needed to provide the services pursuant to this Contract. Contractor hereby grants to County, its contractors and subcontractors, to the extent necessary or desirable for County or such contractors and subcontractors to
perform the services pursuant to this Contract, a worldwide, perpetual, royalty-free, nonexclusive license to use and modify Contractor Software for the sole and exclusive benefit of County. Except for the foregoing license, Contractor shall retain all right, title and interest in and to the Contractor Software.

L. Use of Concepts. Nothing in this Contract shall restrict a party from the use of any ideas, concepts, know-how, methods or techniques that such party, individually or jointly, develops or discloses under this Contract or obtains from third parties, except to the extent that such use infringes the other party’s patent rights, copyrights or other intellectual property rights or involves a disclosure or use of the other party’s Confidential Information.

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

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

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

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

26. ASSURANCES

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

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

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

D. Contractor, by acceptance of funds provided under this Contract, agrees and ensures that personnel paid from these funds are duly licensed and/or qualified to perform the required services. Contractor further agrees and ensures that all program and/or facility licenses necessary to perform the required services are current and that County will be notified immediately if such licenses become invalid during the term of this Contract.
E. Contractor assures that funds received pursuant to this Contract will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract.

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

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

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

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

J. **Governmental Consent.** Contractor warrants that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Contract.

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

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

M. **Professional Quality.** Contractor warrants to County that all materials and services will be of professional quality conforming to generally accepted practices. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty is limited to rework of the unsatisfactory product without change to the original specifications and without regard to the amount of the effort expended on the original work product.
Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits County from entering into a contract with a corporation which is delinquent in paying taxes under Chapter 171 of the Texas Tax Code, Contractor, by executing this Contract, hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from, or not subject to such a tax.

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

27. TRANSITION SERVICES REQUIRED OF CONTRACTOR

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

28. TAX

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

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

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

29. SIGNATORY WARRANTY
Each person signing and executing this Contract does hereby warrant and represent that such person has been duly authorized to execute this Contract on behalf of Contractor or County, as the case may be.

EXECUTED THIS _______ DAY OF ______________________, 2010.

COUNTY:

BY: Jim Foster
    Dallas County Judge

CONTRACTOR:

BY: Howard Aldridge, Jr.

Recommended:

BY: Zachary Thompson, Director
    DCHHS

*Approved as to Form:

BY: Gordon Hikel
    Chief, Civil Division
    Assistant District Attorney

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

Dallas County
Department of Health and Human Services
2377 N. Stemmons Frwy., Suite 200-201
Dallas, Texas 75207-2710

Phone: (214) 819-1865
Fax: (214) 819-1822

**INVOICE**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
</table>

Please mail payments to:
Dallas County Health and Human Services
2377 N. Stemmons Frwy., Ste. 200-201
Dallas, Texas 75207-2710
Attn: Ganesh Shivaramaiyer, Assistant Director
214/819-1865

<table>
<thead>
<tr>
<th>Subtotal</th>
<th>Sales Tax</th>
<th>Total Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment Received</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

21
Exhibit B

STATE OF TEXAS

COUNTY OF DALLAS

AFFIDAVIT OF HOWARD ALDRIDGE, JR.

Before me, the undersigned Notary, personally appeared, Howard Aldridge, Jr., Individually and doing business as ("d/b/a") Howard Aldridge, Jr., who after being by me first duly sworn, deposed and stated as follows:

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

I am located at 1408 Bonnie View Rd, Dallas, Texas 75203. Dallas County awarded a Professional Services Contract for pharmacy inspection services ("Contract") to me. The Contract provisions require the successful Contractor to maintain Workers' Compensation Insurance coverage meeting the requirements and coverage amounts as established by the Texas Workers' Compensation Act, Title 5, Subtitle A, Texas Labor Code. I do not maintain Workers' Compensation Insurance as required by the Contract. I am ineligible to purchase Workers' Compensation Insurance as required by the Contract in that I do not meet the minimum requirements to purchase such insurance for the following reasons: I do not have and do not foresee having any employees as defined under the Texas Workers' Compensation Act and therefore, I am not required by law to obtain such insurance."

Print Name ___________________________________________ Signature __________________________

Sworn to and subscribed to before me, the undersigned Notary, by Howard Aldridge, Jr. on this ____________ day of __________________________ 2009.

Notary Public State of Texas ___________________________ My Commission Expires (SEAL) ___________________________
TO: Commissioners Court
FROM: Zachary S. Thompson, Director
DATE: September 28, 2010
SUBJECT: FY 2011 Transportation Agreements

Background
The Dallas County Health and Human Services/Older Adult Services Program provides transportation services for senior citizen program participants to attend senior centers daily. Transportation services are funded through a Title III Older American's Act grant. Funds are expended through agreements with transportation providers and additional providers may be added during the year. The Older Adult Services Program has been providing daily transportation services for senior center participants to attend senior centers since 1972.

Operational Impact
Transportation services will be provided through the Older Adult Services Program, transportation providers and DART Paratransit Services for elderly disabled participants.

Transportation agreements will enable the Older Adult Services Program to reimburse transportation providers for actual costs associated with the program. Costs associated with the transportation program include driver salary, fringe benefits, gas, oil, vehicle insurance, registration, driver training and minor repairs and maintenance. Major repairs (over $200.00) are paid out of a separate major repair fund administered by the central office. The Older Adult Services Program will continue to assume responsibility for the monitoring of all transportation providers for compliance with program standards. Start-up funds (an advance) of $4,000.00 per site will be provided to each transportation provider within the first two weeks of operation.

Fiscal Impact
The proposed amount requested from Dallas Area Agency on Aging is $285,560, which are Title III federal funds. County Matching Funds of $75,240 will be used to fund the remaining costs. (See Attachment A)
Legal Impact

Agreements require signatures of transportation providers and the County Judge. The District Attorney's Office, Civil Section has reviewed and modified the Agreement content, and the Agreement has been approved as to form.

Strategic Plan Compliance

Recommendations included in this briefing are consistent with the Dallas County Strategic Plan, Vision 2: Dallas County is a healthy community. Transportation services provided under the transportation agreements are included under the strategy to promote healthy living and wellness programs across Dallas County.

Recommendation

It is recommended that Commissioner's Court approve the FY 2011 Transportation Agreements as listed in Attachment A and that the County Judge be authorized to sign the agreements on behalf of Dallas County.

Recommended by:  

Zachary S. Thompson, Director

C:  
Darryl Martin, Court Administrator  
Virginia Porter, County Auditor  
Dianne Rucker, Assistant Director  
Gordon Hikel, Chief, Civil Section, Assistant District Attorney
## FY 2011 TRANSPORTATION BUDGET

<table>
<thead>
<tr>
<th>Transportation Provider</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Concord Church</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>2 Elmwood United Methodist Church</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>3 Greater Mt. Pleasant Baptist Church</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>4 Sunray Community</td>
<td>$25,000.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$100,000.00</strong></td>
</tr>
<tr>
<td>Additional Expenses</td>
<td></td>
</tr>
<tr>
<td>[Driver Salary, Fringes, Van Rental, Major Repairs, County Auto, Paratransit, Automobile Insurance, Supplies, Fuel, Training Fees and Other Expenses.]</td>
<td>$260,800.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$360,800.00</strong></td>
</tr>
</tbody>
</table>

### Funding Source

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title III</td>
<td>$285,560.00</td>
</tr>
<tr>
<td>Local Cash - County Match</td>
<td>$75,240.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$360,800.00</strong></td>
</tr>
</tbody>
</table>
STATE OF TEXAS
COUNTY OF DALLAS

I. PURPOSE OF AGREEMENT
Whereas the County of Dallas, Texas ("County"), on behalf of Dallas County Department of Health and Human Services ("DCHHS"): Older Adult Services Program ("OASP"), is a governmental entity; and

Whereas ("Transportation Provider") is a private non-profit organization, who is able to transport eligible OASP senior citizens to specific sites for OASP activities under this program; and

Whereas the Commissioners Court has determined that providing the much needed transportation services to seniors to enable them to attend the activities at the senior centers would serve and further the public purpose as well as benefit the County; and

Whereas because the total cost of services under this Agreement is Twenty-Five Thousand and 00/100 Dollars, or less (≤ $25,000.00), the Commissioners Court has the ability to waive the competitive bidding requirement.

Now therefore, this Agreement is entered into by and between the County and the Transportation Provider pursuant to the authorities of Texas Health and Safety Code Chapters 121 and 122, Texas Administrative Code, Texas Local Government Code Chapter 262, and the Commissioners Court Order as well as any other applicable laws to transport eligible OASP senior participants to the various Senior Centers for OASP activities.

II. TERM
Unless otherwise stated in this Agreement, the Term shall be from October 1, 2010 through September 30, 2011.

III. RESPONSIBILITIES OF THE TRANSPORTATION PROVIDER
A. Provide transportation for eligible participants to any OASP Senior Centers; and for all eligible participants to and from Senior Center activities as requested by the Center Manager.

B. Use only the specified vehicles, as approved by County, to carry out the transportation services under this Agreement, and provide a copy of each of the titles or leases to the specified vehicles to be used under this Agreement.

C. Ensure that the use of any County vehicles as authorized by County is solely for the purposes under this Agreement.

D. Ensure that drivers verify eligibility of participants by consulting the Center Manager before transportation services are provided.

E. Provide at least one (1) fifteen passenger specified vehicle per center, or its equivalent, for transporting participants.

F. Provide at least one (1) specified back-up vehicle for use when the Transportation Provider's specified vehicle is receiving necessary repairs or service.

G. Provide one (1) primary driver and at least one (1) substitute driver, both of whom hold current Texas Operator's licenses, have no felony conviction, no conviction for driving while intoxicated, have not received citations for more than two (2) moving violations within the past three (3) years, and have no immediate family member working for the Transportation Provider.

Immediate family members in this instance are Husband, Wife, Child, Step-Child, Brother, Sister, Nephew, Niece, Step-Brother, Step-Sister, Parent, Step-Parent, Cousin, Grandparent, Grandchild, Uncle, Aunt, Parent-in-Law,

H. Provide the County with a copy of a valid Texas Drivers License for each driver.

I. Ensure that the drivers:

1. To the satisfaction of County, pass an annual basic physical examination which includes at least a blood pressure, hearing, vision, and drug test before transporting participants. Verification of the examination must be in the form of a written statement signed by a health care professional and kept on file by the Transportation Provider. A copy of the physical must be forwarded to the County.

2. Who have not been residents of Texas three (3) years prior to employment, obtain a driver record check from the state(s) of previous residence and submit it to the Transportation Provider before transporting participants.

3. To the satisfaction of County, complete a background check before transporting participants.

4. Pass a road test in the specified vehicle he/she will be driving before transporting participants. Results of the road test are to be kept on file by the Transportation Provider and a copy forwarded to the County (see Attachment A).

5. Complete a training program which includes at a minimum the following:

   a. An orientation (see Attachment B) before transporting participants and semi-annual briefings thereafter covering the transportation program, report forms, specified vehicle operation, specified vehicle maintenance, and the geographic area in which they will operate the specified vehicle.

   b. Training before transporting participants on the use of any special equipment installed on their specified vehicles, such as wheelchair lifts, oxygen equipment, etc.

   c. Completion within six (6) months of beginning employment of an approved National Safety Council Defensive Driving Course and every three (3) years thereafter; and annual completion of a class covering driving safety provided by the County. Drivers holding a current certification of the driver training course do not need to retake the course until three (3) years from the previous certification.

   d. Completion within one (1) year of beginning employment of an approved course in passenger assistance techniques (provided annually by the County); and annual completion of a class covering passenger assistance provided by the County.

   e. Completion within six (6) months of beginning employment and every two (2) years thereafter of approved courses in CPR and first aid (provided by the County semi-annually); and annual completion of a class covering CPR and first aid provided by the County.

J. Maintain permanent records, including training certificates, for all drivers to verify that training has been received, and forward copies of these to the County as they become available.

K. Conduct semi-annual driver evaluations which will include observation of driver on-the-job performance. Written documentation of driver evaluations will be maintained by the Transportation Provider and submitted to the OASP upon completion (see Attachment A).

L. Maintain and service all specified vehicles used in performance of this Agreement on a periodic and timely basis as follows:
1. Perform informal weekly checks for operational readiness utilizing the Weekly Operational Checklist (Attachment C).

2. Maintain complete maintenance records for each specified vehicle utilizing the Vehicle Maintenance Log (Attachment D).

3. Ensure regular periodic maintenance services based on time and/or mileage usage of the specified vehicle as recommended by vehicle manufacturer.

4. Ensure that all specified vehicles are cleaned inside and out on a regular basis and that any damage to the specified vehicle is repaired as soon as possible.

M. Ensure that each specified vehicle will have available the following operational safety equipment:

1. First aid kit.
2. Annually certified and approved fire extinguisher.
3. Triangular reflective warning devices or flares.
4. Operating flashlight.
5. Working seat belts for front seat passengers.
6. Accessory boarding devices, including step and grab bar.
7. Dual side mirrors with convex mirror attachment.
8. Back up lens.

N. Maintain accounting records as may be necessary to substantiate expenditures under this Agreement and make such records available for inspection and audit as directed by the County and/or by state or federal agencies.

O. Submit Request for Payment form (Attachment E) to the OASP Contract Manager by the third (3rd) day of the month following the month for which reimbursement is requested. Request for Payment shall include documentation, including original receipts, of all costs for which reimbursement is requested.

P. Maintain accurate records and submit Weekly Trip Log (Attachment F), Weekly Operational Checklist (Attachment C), Vehicle Maintenance Log (Attachment D), Passenger Pick-Up and Drop-Off Log (Attachment J) each Monday, and Van Mileage Report (Attachment G), Monthly Mileage Fuel Report (Attachment H) and Passenger Delivery Verification Report (Attachment I) along with the Request for Payment by the third (3rd) day of each month.

Q. Complete and submit on a timely basis as deemed necessary by the County, any additional forms or reports relating to provision of services under this Agreement.

R. Transportation Provider agrees that all information, data and supporting documentation that relates to the contracted services shall remain the property of the County.

S. Should County determine it reasonably necessary, Transportation Provider shall make all of its records and books.
reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.

T. All required documents shall be maintained and kept by Transportation Provider during the course of the Agreement and for a minimum of five (5) years after the termination or expiration of the Agreement period. If any litigation, claim or audit involving these records begins before the specified period ends, Transportation Provider must keep the records until the later occurrence of either the end of the five (5) years or until all litigation, claims, appeals or audit findings are resolved. These requirements shall survive the termination or expiration of this Agreement.

U. Ensure that all the transportation service cancellations are approved by the County.

V. Confidentiality. Transportation Provider shall maintain and shall ensure that its agents, volunteers, employees, and subcontractors also maintain the confidentiality communications or information acquired in the course of the performance of the services under this Agreement, unless authorized by law. Transportation Provider agrees to safeguard and adhere to all confidentiality, privacy and security requirements according to this Agreement and the applicable federal, State and local rule and regulations for all information deemed confidential.

IV. RESPONSIBILITIES OF THE COUNTY
A. Provide training to drivers as specified in this Agreement.

B. Conduct quarterly monitoring visits that will consist of the following:

1. Review Transportation Provider's files for:
   a. A copy of the driver's license for each driver.
   b. Documentation of physical examination results.
   c. Documentation of all repairs and preventive maintenance to specified vehicles.
   d. Documentation of driver evaluation(s).
   e. Documentation of training received, copies of training certificates, etc.
   f. Compliance with all Title III Transportation Service Standards.

2. Review transportation expenditures reported to Dallas County including documentation of:
   a. Driver(s)' hours, salary and fringe benefits.
   b. Gas and oil expenditures.
   c. Minor repair and maintenance expenditures.
   d. Insurance coverage and payment of premiums.
   e. Any other expenditure reported to Dallas County such as registration fees, safety equipment, training fees, etc.

3. Inspection of specified vehicles' condition for:
   a. Required safety equipment.
b. Need for repairs.

4. On-the-job observation of driver for:
   a. Maintaining required reports, including van mileage, weekly trip logs, passenger delivery verifications, passenger pick-up and drop-off logs, monthly mileage/fuel logs, and weekly operational checklists.
   b. Attitude of the driver toward passengers.
   c. Driving performance, including driver’s ability to exercise proper judgment to ensure passengers’ safety.

E. Provide necessary forms and instructions to the Transportation Provider for record keeping and reports.

V. FUNDING OBLIGATIONS AND COST REIMBURSEMENT

A. The County shall provide the Transportation Provider a lump sum amount of ___________ 00/100 Dollars ($__________) during the first thirty (30) days of the period of the Agreement. This payment shall constitute an advance payment toward future cost reimbursements to be made under the terms set forth below in this Agreement. As determined by the County, the total amount shall be deducted from said reimbursements prior to the expiration of the period of Agreement. In the event that the Transportation Provider or the County executes the option of termination as stated in this Agreement, the Transportation Provider shall be obligated to reimburse the County all or any outstanding portion of this sum prior to the expiration of the thirty (30) days of advance written notice of termination.

B. Provide payment to the Transportation Provider within thirty (30) working days of receipt of all properly prepared and submitted invoices.

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

C. The County shall reimburse the Transportation Provider for all documented and verifiable expenses incurred in providing transportation services in support of program activities to eligible persons during the Agreement period and which fall into the following cost categories:

1. Driver salary or wages specifically for time spent providing transportation services to OASP participants or for the time driver spent in training.
2. Payroll taxes and fringe benefits paid by Transportation Provider.
3. Fuel and oil used specifically for mileage driven in support of OASP services only.
4. Minor repairs and maintenance under Two Hundred and 00/100 Dollars ($200.00).
5. Major repairs over Two Hundred and 00/100 Dollars ($200.00), with pre-approval by designated County staff, and for lowest of three (3) bids submitted with request for payment. Three (3) bids must be obtained before requesting approval for reimbursement of major repair costs.
6. Insurance coverage for the specified vehicles used in this Agreement.
7. Registration and state inspection fees.

8. Purchase and replacement of safety equipment as required in this Agreement and section III.M.

9. Fees for training as required in this Agreement, when such training is not otherwise provided by the County.

10. Miscellaneous expenses considered by the County to be reasonable and necessary for the purpose of meeting requirements or performing services specified in this Agreement. Miscellaneous costs must be approved by the OASP Contracts Manager or Assistant Director in advance of expenditure in order for reimbursement to occur.

D. If less than 50% of the mileage placed on each of the specified vehicles (averaged over the Agreement year) is used in support of OASP, the Transportation Provider will be reimbursed only for a percentage of specified vehicle’s repair costs covered under sections V.B.4. and V.B.5. of this Agreement that is equivalent to the percentage of usage associated with the performance of services specified by this Agreement.

E. All funds reimbursed or advanced under this Agreement shall be used only for costs associated with OASP transportation services specified under this Agreement.

F. If costs reimbursed to the Transportation Provider at a later date are determined by the County to be unallowable or unverifiable, the County may at its discretion, either deduct those costs from future reimbursements or require the Transportation Provider to reimburse the County for those costs.

G. The total amount reimbursed to the Transportation Provider under this Agreement shall not exceed __________ and 00/100 Dollars ($__________), unless modified to another amount, and the cumulative total of which shall not exceed $25,000.00 under this Agreement.

VI. INSURANCE

A. Transportation Provider agrees that it will at all times during the Term of this Agreement maintain in full force and effect insurance as provided herein.

B. Within ten (10) calendar days after the Effective Date of this Agreement, Transportation Provider shall furnish the minimum insurance coverage stated in this Agreement. Such insurance is a condition precedent to commencement of any work. Transportation Provider shall, in the stated ten (10) calendar day period, furnish to the Dallas County Director of Purchasing (at the address provided below in this Insurance section) verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Contract, by an insurance company acceptable to County and authorized to do business in the State of Texas. Coverage dates shall be inclusive of the Agreement Term and each renewal period, if any.

C. Such insurance shall provide, at a minimum, the following coverage:

1. Commercial General Liability Insurance. Such insurance 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 products and completed operations aggregate of Five Hundred Thousand and 00/100 Dollars ($500,000.00).

2. Comprehensive Automotive Liability Insurance. Prior to using or causing to be used the specified motor vehicles other than a vehicle for hire (cab), Transportation Provider shall furnish to the County a certificate showing commercial automotive liability insurance covering all specified owned, hired and non-owned vehicles (excluding cabs) used in connection with the services performed under this Agreement, with the minimum limits of Five Hundred Thousand and 00/100 Dollars ($500,000.00) each person and Five Hundred Thousand and 00/100 Dollars ($500,000.00) each accident for bodily injury and Five Hundred Thousand and 00/100 Dollars ($500,000.00) each occurrence for property damage or a combined single
limit for bodily injury and property damage liability in a minimum amount of Five Hundred Thousand and 00/100 Dollars ($500,000.00).

D. Transportation Provider agrees that, with respect to the above referenced insurance, all insurance contracts/policies will contain the following required provisions:

1. This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) calendar days prior written notice, or ten (10) calendar days for non-payment of premium, has been given by the insurance company to the County.

2. Provide for notice to the County to the person and at the address shown below by certified mail, return receipt requested, and full postage paid, sent to:

   Dallas County Director of Purchasing
   Records Building, 6th Floor
   509 Main Street, Room 623
   Dallas, Texas 75202-5799

3. Transportation Provider agrees to waive subrogation, and each applicable policy of insurance shall state a waiver of subrogation, against County, its elected officials, officers, employees, agents and representatives for injuries, including death, property damage and/or any other loss.

E. Insurance certificates. The certificates of insurance shall list Dallas County as the certificate holder. All insurance policies or duly executed certificates for the same required to be carried by Transportation Provider under this Agreement shall be delivered to the Dallas County Director of Purchasing located at the Dallas County Records Building, 509 Main Street, 6th Floor, Dallas, Texas 75202 within ten (10) calendar days of execution and/or renewal of this Agreement and upon renewals and/or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County's sole discretion.

F. All insurance required to be carried by Transportation Provider and/or subcontractors under this Agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Transportation Provider.

G. Minimum insurance is a condition precedent to any work performed under this Agreement and for the entire Term of this Agreement, including any renewals or extensions. In addition to any and all other remedies County may have upon Transportation Provider's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right to:

1. Order Transportation Provider to stop work hereunder, which shall not constitute a Suspension of Work;

2. Withhold any payment(s) which become due to Transportation Provider hereunder until Transportation Provider demonstrates compliance with the requirements hereof and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance;

3. At its sole discretion, declare a material breach of this Agreement, which, at County's discretion, may result in termination of this Agreement;

4. Any combination of the above.

H. All insurance coverage shall be on a per occurrence basis or a per claim basis if Transportation Provider provides for three (3) year tail coverage, unless specifically approved in writing and executed by the County's Director of
Purchasing and Risk Manager.

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

J. Acceptance of the services, or failure to act by County shall not constitute nor be deemed a release of the responsibility and liability of Transportation Provider, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the services performed by Transportation Provider, its employees, subcontractors, and agents.

K. Nothing herein contained shall be construed in any way the extent to which Transportation Provider may be held responsible for payments of damages to persons or property resulting from Transportation Provider's or its subcontractor's performance of the work covered under this Agreement.

L. Transportation Provider, including its agents, volunteers, employees, and subcontractors (collectively, "Transportation Provider"), shall be solely responsible for any liabilities or costs resulting from actions of Transportation Provider that are outside the scope of Transportation Provider's services under this Agreement.

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

N. Insurance Lapse. Pursuant to Section 94.73 of the Dallas County Code, if the Transportation Provider fails to maintain the insurance required under the Agreement continuously at all times during the period stated in the Agreement, or otherwise has a lapse in any of the required insurance coverage, including workers' compensation coverage, the Transportation Provider shall reimburse the County for any and all costs, including attorney's fees incurred by the County in curing said default. In the event of any insurance lapse, the County shall retain five percent (5%) of the value of the total Agreement Sum for a period of six (6) months from the date of the cure of the insurance lapse or the date the Agreement has ended, whichever is later, to cover the County's potential exposure to liability during the period of the insurance lapse.

In the event that the Transportation Provider does not maintain insurance as required by the Agreement, the Transportation Provider shall immediately cure such lapse at the Transportation Provider's sole cost and expense, and pay the County in full for all costs and expenses incurred by the County under the Agreement as a result of the Transportation Provider's failure to maintain insurance, including, but not limited to, any and all costs and reasonable attorney's fees relating to the County's efforts to cure such lapse in insurance coverage. Such costs and attorney's fees, which shall not exceed One Thousand Five Hundred and 00/100 Dollars ($1500.00), shall be automatically deducted from monies owed to the Transportation Provider by the County under the Agreement. If the monies owed to the Transportation Provider under the Agreement are less than the amount required to cure the lapse in coverage, the Transportation Provider shall pay such monies to the County upon written demand. Moreover, upon any lapse of the required insurance by the Transportation Provider, the County shall immediately retain five percent (5%) of the total value of the Agreement to cover the County's potential exposure to liability during the period of such insurance lapse. The five percent (5%) retainage shall be immediately deducted from any monies due to the Transportation Provider by the County under the Agreement and held by the County for a period of six (6) months from the date of the cure of the insurance lapse or a period of six (6) months from the date the Agreement has terminated, expired, or otherwise ended, whichever is later. If no claims is received by or lawsuits filed against the County for any applicable matters, accidents or injuries that occurred during the lapse of insurance, the retainage shall be promptly returned to the Transportation Provider upon written request. Notwithstanding the foregoing, in the event a claim is received by or lawsuit is filed against the County for applicable matters, accidents, or injuries that occurred during the Transportation Provider's insurance lapse, the County shall use the retainage to defend, pay costs of defense, or settle any and all such claims, lawsuits, or
judgments, with any and all amounts in excess of the retainage to be paid by the Transportation Provider upon written demand by the County.

**VII. TERMINATION / SUSPENSION**

**A. Suspension.** Should County desire to suspend the services, but not terminate the Agreement, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. Transportation Provider shall stop all services as set forth in this Agreement and will cease to incur costs to County during the term of the suspension. Transportation Provider shall resume work when notified to do so by County in a written authorization to proceed. If a change in the terms and conditions of payment for services of this Agreement is necessary because of a suspension, a mutually agreed Agreement amendment will be executed in accordance with this Agreement.

**B. Termination.** Either party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or in part, by giving prior written thirty (30) calendar days notice thereof to the other party with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. County shall compensate the Transportation Provider in accordance with the terms of this Agreement for the services performed prior to the date specified in such notice. In the event of cancellation, Transportation Provider shall cease any and all services under this Agreement on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, Transportation Provider shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. To the extent federal funds are available and reimbursement is permitted, County will reimburse Transportation Provider for non-canceled obligations that were incurred prior to the termination date. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid by County to Transportation Provider under this Agreement and any and all County data, documents and information in Transportation Provider's possession shall be returned to County within five (5) business days of the date of termination. In no event shall County's termination of this Agreement, for any reason, subject County to liability.

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

2. **With Cause:** County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons, without limitation:
   a. Lack of, or reduction in, funding or resources;
   b. **Non-Performance.** Transportation Provider's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement shall be a basis for termination of the Agreement by the County. Termination, in whole or in part, by the County under this Section may be made at County's option and without prejudice to any other remedy to which County may be entitled to at law or in equity, or elsewhere under this Agreement. County shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized. At County's sole discretion and with written notice by County, Transportation Provider may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Agreement. County may consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with Transportation Provider's performance, such problems and/or deficiencies being determined by County. Nothing herein, however, shall be construed as negating the basis for termination for non-performance or shall in no way limit or waive County's right to terminate this Agreement under any other provisions herein.
   c. Transportation Provider's improper, misuse or inept performance of services under this Agreement;
   d. Transportation Provider's failure to comply with the terms and provisions of this Agreement;
e. Transportation Provider's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;

f. In County's sole discretion, if termination is necessary to protect the health and safety of clients;

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

h. Transportation Provider's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

VIII. INDEMNIFICATION
To the fullest extent allowed under the law:

Dallas County, Dallas County Commissioners, elected officials, appointed officials, officers, Directors, employees, agents and representatives (collectively, "County") shall not be liable to Transportation Provider, its subcontractors, volunteers, employees, agents, invitees, licensees, assigns or to any other person whomsoever (collectively, "Transportation Provider"), for any injury to person or damage to property, on or about County property, including, but not limited to, consequential damage: (1) caused by any act or omission of Transportation Provider entering County property by express or implied invitation of Transportation Provider; or (2) arising out of the use of County property by Transportation Provider; or (3) arising out of any breach or default by Transportation Provider in the performance of its obligations hereunder; or (4) caused by any improvements located in or on County property being out of repair or by physical defect, or by gas, water, steam, electricity, or oil leaking, escaping or flowing into County property; or (5) arising out of the failure or cessation of any service provided by County, if any.

Transportation Provider agrees to protect, indemnify, defend and hold harmless County against all claims, demands, actions, suits, losses, damages, liabilities, costs and/or expenses of every kind and nature (including, but not limited to, court costs, litigation expenses and attorney's fees) and all recoverable interest thereon, incurred by or sought to be imposed on County because of bodily injury (including death) or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to: (1) the performance of, attempted performance of, or failure to perform, the services under this Agreement by Transportation Provider; (2) the negligent act or omission of the Transportation Provider in the execution or performance of this Agreement, including lack of knowledge and/or misinterpretation of statutes applicable to the services provided hereunder; (3) the condition of the premises on which said services are being performed; (4) the selection, provision, use or failure to use, by any person or entity, of any power source, hardware, software, tools, supplies, materials, equipment or vehicles (whether owned or supplied by County, Transportation Provider, or any other person or entity) in connection with said services; (5) the presence on the Property of Transportation Provider; and (6) the breach of any of the requirements and provisions of this Agreement or any failure of Transportation Provider in any respect to comply with and perform all of the requirements and provisions herein. This indemnity shall apply, whether or not any such injury or damage has been, or is alleged to have been, caused in whole or in part by the negligence or fault of County, or on any other theory of liability, including County's negligence, intentional wrongdoing, strict products liability, or the breach of a non-delegable duty. Transportation Provider further agrees to defend, at its sole cost and expense (at the election of County) against any claim, demand, action or suit for which indemnification is provided hereunder.

Approval and acceptance of Transportation Provider's services by the County shall not constitute nor be deemed a release of the responsibility and liability of the Transportation Provider for the competency or quality of their
services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by the Transportation Provider. Transportation Provider shall defend, hold harmless and indemnify the County for damages resulting from such defects, errors or omissions.

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

IX. SOVEREIGN IMMUNITY
This Agreement is expressly made subject to County's sovereign immunity, Title 5 of the Texas Civil 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. Nothing in this Agreement is intended to benefit any third-party beneficiary.

X. ASSURANCES
A. Transportation Provider agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

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

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

Specifically, Transportation Provider agrees to comply with all federal and state statutes relating to nondiscrimination, which include, without limitation: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. SS 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.S. 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. SS 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-516), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) that may apply.

D. Transportation Provider, by acceptance of funds provided under this Agreement, agrees and ensures that personnel paid from these funds are duly licensed and/or qualified to perform the required services. Transportation Provider further agrees and ensures that all program and/or facility licenses necessary to perform the required services are current and that County will be notified immediately if such licenses become invalid during the Term of this Agreement.
E. Transportation Provider assures that funds received pursuant to this Agreement will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract.

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

G. Transportation Provider certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency.

H. Best Efforts to Minimize Costs to County. Transportation Provider shall use its best efforts to complete each assigned task in as economical a manner as possible and to minimize any charges incurred in connection therewith to the maximum extent possible, consistent with Transportation Provider’s other obligations under this Agreement.

I. Governmental Consent. Transportation Provider warrants that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Agreement.

J. No Actions, Suits, or Proceedings. Transportation Provider warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Transportation Provider’s ability to fulfill its obligations under this Agreement. Transportation Provider further warrants that it will notify County immediately if Transportation Provider becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect of Transportation Provider’s ability to fulfill the obligations under this Agreement.

K. Warranty of Transportation Provider’s Financial Capability. Transportation Provider warrants that it is financially capable of fulfilling all requirements of this Agreement and that Transportation Provider is a validly organized entity that has the authority to enter into this Agreement. Transportation Provider warrants that it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Agreement.

L. Professional Quality. Transportation Provider warrants to County that all materials and services will be of professional quality conforming to generally accepted practices. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty is limited to rework of the unsatisfactory product without change to the original specifications and without regard to the amount of the effort expended on the original work product.

M. Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits County from entering into a contract with a corporation which is delinquent in paying taxes under Chapter 171 of the Texas Tax Code, Transportation Provider, by executing this Agreement, hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from, or not subject to such a tax.

N. Under Section 231.006 of the Texas Family Code, Transportation Provider certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any child support obligation that renders him/her/any of them ineligible to receive payment under the terms of this Agreement. Transportation Provider hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

O. Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Transportation Provider in default and/or breach of this Agreement and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.
XI. COMPLIANCE WITH LAWS AND VENUE
In providing services required by this Agreement, Transportation Provider agrees to observe and comply with all applicable grant requirements, licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, DAAA, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and exclusive venue shall lie in Dallas County, Texas.

XII. ASSIGNMENT
Transportation Provider assures that it will not transfer or assign its interest in this Agreement without written consent of County. Transportation Provider understands that in the event that all or substantially all of Transportation Provider’s assets are acquired by another entity, Transportation Provider is still obligated to fulfill the terms and conditions of this Agreement. County approval to transfer or assign Transportation Provider's interest in this Agreement to an entity that acquires all or substantially all of Transportation Provider’s assets is subject to formal approval by the Dallas County Commissioners Court. In the event of the assignment or sale of Transportation Provider assets, the County, at its option, may terminate this Agreement and at no cost to the County retain the use of any of the equipment, software and other items provided under this Agreement. Transportation Provider shall deposit all system and application software with an independent escrow agent. In the event of sale or assignment, County has the right of use of all source codes and at no cost perpetual license to use all software.

XIII. PREVENTION OF FRAUD AND ABUSE
Transportation Provider shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving Transportation Provider's employees or agents shall be reported immediately by the County to the Office of the Inspector General for appropriate action. Moreover, Transportation Provider warrants to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Transportation Provider and County agree that any persons who, as part of their employment, receive, disburse, handle or have access to funds collected pursuant to this Agreement do not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Transportation Provider shall, upon notice by County, refund expenditures of the Transportation Provider that are contrary to this Agreement and deemed inappropriate by the County.

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

XV. INDEPENDENT CONTRACTOR
Transportation Provider, including its agents, volunteers, subcontractors, and employees, is an independent contractor and not an agent, servant, joint enterpriser, joint venturer, or employee of the County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents, volunteers, or employees in conjunction with the performance of services covered under this Agreement.

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

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

DALLAS COUNTY
Dallas County Health & Human Services
Older Adult Services Program
2377 N. Stemmons Freeway, LB 12
Dallas, TX 75207-2710

TRANSPORTATION PROVIDER

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

XXIX. AMENDMENTS AND CHANGES IN THE LAW
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.

XX. ENTIRE CONTRACT
This Agreement, including all Exhibits and attachments, constitutes the entire Agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written.

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

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

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

XXIV. DEFAULT / CUMULATIVE RIGHTS / MITIGATION

It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party’s use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. Transportation Provider has a duty to mitigate damages.

XXV. SEVERABILITY

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

XXVI. SIGNATORY WARRANTY

Each person signing and executing this Agreement does hereby warrant and represent that such person has been duly authorized to execute this Agreement on behalf of Transportation Provider, or County as the case may be.

COUNTY:

BY: Jim Foster
Dallas County Judge

DATE: ____________________________

Recommended:

BY: Zachary Thompson
Director, DCHHS

*Approved as to Form:

BY: Gordon Hikel
Chief, Civil Division
Assistant District Attorney

*By law, the District Attorney’s Office may only advise or approve contracts or legal documents on behalf of its 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).
Dallas County
Southwestern Institute of Forensic Sciences
at Dallas

OFFICE OF THE DIRECTOR

September 20, 2010

TO: Commissioners Court

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

FROM: Cathy Causey Self, Forensic Operations Administrator

SUBJECT: City of Austin Amendment No. 3 to Interlocal Agreement for FY2011 Forensic Laboratory Services

Background

The Institute of Forensic Sciences Criminal Investigation Laboratory (CIL) performs forensic analyses for the City of Austin Police Department (City) on a fee for service basis. To date, most of the work performed has been selected toxicology testing for DWI/DUI cases.

On June 17, 2008, the Court approved an Interlocal Agreement (ILA) between the City and Dallas County for forensic laboratory services (see Attachment A). On November 18, 2008, the Court approved Amendment No. 1 to the ILA, and on September 8, 2009 the Court approved Amendment No. 2. The amendments enabled continued service provision during FY09 and FY10. The City now is requesting execution of a third amendment (see Attachment B) to the ILA to permit continued utilization of CIL services by the City for FY2011.

The purpose of this briefing is to summarize the conditions of the agreement and the changes imposed by the amendment, and to request approval of Amendment No. 3 to the ILA for the provision of forensic laboratory services to the City.

Impact on Operations

The ILA Description of Work statement calls for the provision of various analytical services, including physical evidence analyses, toxicological analyses, and "other similar forensic analytical services". The description of work is consistent with the services that currently are provided to the City by the CIL.

The amendment proposes no changes in the scope of work. Therefore, execution of the amendment to the ILA agreement will not result in any operational changes for the CIL.

Fiscal Impact

The Payment section of the ILA calls for payment in accordance with the approved Institute fee schedule following completion of work by the CIL and receipt of an invoice. The Payment section also
includes a requirement that the County provide 30 days advance written notice of any changes in the fee schedule related to services received by the City. Total payments during the extended contract term are limited to $60,000. During FY08, the City incurred $9,781 in charges under this agreement. During FY09, the City spent $15,061 for CIL services, and through August of FY10, the City Austin has expended $24,800 for services provided by the CIL. The City agrees in the ILA that the contract payment cap does not relieve the City of the obligation to pay for services provided by the CIL at the City’s request.

The amendment increases the total contract amount by $60,000 for the new term (FY11).

**Contract Term**

The original ILA term was October 1, 2007 through September 30, 2008. Amendment No. 3 exercises the third extension option for the ILA and makes the new term October 1, 2010 to September 30, 2011.

**Legal Issues**

The proposed amendment makes no change to the content and conditions of the original ILA other than the funding increase and term change discussed above.

The District Attorney Civil Division has reviewed and approved the agreement and the amendment as to form.

**Strategic Plan Compliance**

The proposed agreement is consistent with strategies contained in Vision 1 regarding interagency partnership and collaboration and identification of revenue opportunities for financially responsible governance.

**Recommendation**

The Institute of Forensic Sciences recommends approval of Amendment No. 3 to the ILA with the City of Austin for the provision of forensic laboratory services and that the County Judge be authorized to sign necessary related documents on behalf of Dallas County.

**Attachments**

xc: Frank Waite, District Attorney Civil Division
Elizabeth Todd, Ph.D., Chief, Forensic Chemistry
ORDER NO: 2008 1172

DATE: JUNE 17, 2008

STATE OF TEXAS

COUNTY OF DALLAS

BE IT REMEMBERED at a regular meeting of Commissioners Court of Dallas County, Texas, held on the 17th day of June 2008, on motion made by John Wiley Price, Comm. District No. 3, and seconded by Mike Cantrell, Comm. District No. 2, the following Order was adopted:

WHEREAS, the Commissioners Court was briefed on June 10, 2008 by the Institute of Forensic Sciences regarding an Interlocal Agreement (ILA) between the City of Austin and Dallas County for forensic laboratory services provided by the Criminal Investigation Laboratory utilized by the Austin Police Department; and

WHEREAS, the proposed ILA calls for the provision of various forensic analytical services that are consistent with the services currently provided to the City of Austin Police Department by the Criminal Investigation Laboratory; and

WHEREAS, payment for the provision of forensic laboratory services will be in accordance with the Institute of Forensic Sciences fee schedule approved by the Commissioners Court, with a requirement of 30 days advance written notice of any changes to the fee schedule that impact services received by the City; and

WHEREAS, the proposed ILA is compliant with the Dallas County Strategic Plan by virtue of its support of Vision 1 regarding interagency partnership and collaboration and identification of revenue opportunities for financially responsible governance; and

WHEREAS, the term of the ILA is October 1, 2007 through September 30, 2008;

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court approves the attached Interlocal Agreement between Dallas County and the City of Austin and authorizes the County Judge to sign the agreement on behalf of Dallas County.

DONE IN OPEN COURT this the 17th day of June 2008

Jim Foster, County Judge

Maurine Dickey, District #1

Mike Cantrell, District #2

John Wiley Price, District #3

Kenneth A. Mayfield, District #4

Recommended by:

Jeffrey J. Barfield, M.D., Director
STATE OF TEXAS
COUNTY OF DALLAS

INTERLOCAL AGREEMENT
FOR
FORENSIC LABORATORY SERVICES

THIS CONTRACT is made and entered into by and between the CITY OF AUSTIN, a municipal corporation, located in Austin, Texas, hereinafter called "City," and DALLAS COUNTY, acting through the SOUTHWESTERN INSTITUTE OF FORENSIC SCIENCES AT DALLAS, hereinafter called "County."

1. DESCRIPTION OF WORK

For the consideration hereinafter agreed to be paid to County by City, County shall provide toxicological, environmental and physical evidence analysis and other similar forensic analytical services for the Austin Police Department, in the City of Austin and County of Travis, Texas, hereinafter called the "Services." The Services are to be performed in a competent and professional manner, and performance shall conform to applicable professional standards for the Services. County shall also perform the Services in a timely manner, consistent with the needs of the Austin Police Department.

2. PAYMENT FOR SERVICES

Upon completion of periodic work by County, City will pay County in accordance with the approved County fee schedule for the Services (Exhibit A), within 30 days of receipt of County’s invoices. Each invoice shall be accompanied by sufficient backup information as required by City. However, total payments by City during the term of this Contract shall not exceed $60,000 (60 thousand and no/100 dollars) which amount (or a portion thereof where the Contract term may exceed one year) is hereby set aside and segregated for the purpose of paying for the Services in accordance with the terms of this Contract. City shall be solely responsible for monitoring payments under this Agreement, and the not-to-exceed amount shall not relieve City of its obligation to pay County for Services rendered at City’s request. County shall provide at least thirty (30) days advance written notice of any changes in the fee schedule for any of the Services performed under this Agreement. Any changes in the fee schedule that require an increase in the not-to-exceed amount of funding for this Agreement shall be approved by written supplemental agreement approved by both the Austin City Council and the Dallas County Commissioners Court.

3. TERM

The term of this Agreement shall commence on October 1, 2007 and terminate on September 30, 2008, unless sooner terminated in accordance with the provisions of this Agreement. City may annually renew this Agreement on the same terms and conditions, subject to mutual agreement between City and County regarding the fee schedule for each year of the Agreement.

4. INDEPENDENT CONTRACTOR

County’s status in the performance of the Services under this Agreement is that of an independent contractor and not an agent, employee, or representative of City. County and its
officers and employees shall exercise independent judgment in performing duties and responsibilities under this Contract, and County is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Agreement or act of County in the performance of this Agreement shall be construed as making County or its officers or employees the agents or employees of City, or making any of County’s employees eligible for the fringe benefits, such as retirement, insurance and worker’s compensation, which City provides its own employees.

5. RESPONSIBILITY

Both City and County each agree to be responsible for their own negligent acts, errors or omissions in the performance of this Agreement, without waiving any governmental immunity available to either City or County under Texas law and without waiving any defenses of either party under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

6. TERMINATION

In the event of a non-appropriation of funding by the City Council, the City may terminate this Agreement in whole or in part by giving at least ten (10) days prior written notice thereof to County, with the understanding that all performance under this Agreement shall cease upon the date specified in such notice.

Either party may terminate this Agreement in whole or in part for their convenience upon thirty (30) days advance written notice to the other party. City will compensate County in accordance with the terms of this Agreement for all Services performed for the benefit of City prior to the effective date of such notice.

7. NOTICES

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If intended for City, to:

Art Acevedo
Chief of Police
City of Austin
715 E. 8th Street
Austin, Texas 78701
If intended for County, to:

Jeffrey J. Barnard, M.D.
Director and Chief Medical Examiner
Dallas County
Southwestern Institute of Forensic Sciences at Dallas
5230 Medical Center Drive
Dallas, Texas 75235-7710

8. RIGHT OF REVIEW AND AUDIT

City may review any and all of the services performed by County under this Agreement. City is hereby granted the right to audit, at City’s election, all of County’s records and billings relating to the performance of this Agreement. County agrees to retain such records for a minimum of three (3) years following completion of this Agreement.

9. APPLICABLE LAWS

The parties agree that this Agreement is an interlocal agreement entered into by and between the parties pursuant to the authority of Chapter 791 of the Texas Government Code. The parties hereto agree that this Agreement is for the performance of governmental functions and services as described in Chapter 791. This Agreement is entered into subject to the Charter and ordinances of Dallas County, as amended, and all applicable state and federal Laws.

10. SOVEREIGN IMMUNITY

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

11. GOVERNING LAW & VENUE

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. The obligations of the parties to this Agreement will be performed in Dallas, Dallas County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in Dallas County, Texas.

12. LEGAL CONSTRUCTION

In case 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 any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
13. 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.

14. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

15. ENTIRE AGREEMENT

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

EXECUTED this the 28th day of February 2008, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. 43, adopted by the City Council on February 28, 2008, and by County, acting through its duly authorized officials pursuant to County Commissioners' Court Order No. 2008-1172, dated June 17, 2008.

APPROVED AS TO FORM:

**************

City Attorney

CITY OF AUSTIN

**************

City Manager

Reviewed: Approved by Contract
BY: Assistant City Attorney

Deputy Purchasing Officer

Assistant City Manager

APPROVED AS TO FORM:

Dallas County, acting through the SOUTHWESTERN INSTITUTE OF FORENSIC SCIENCES AT DALLAS

BY: Bob Schell

Assistant District Attorney

Chief, Civil Division

BY: Jim Foster

County Judge
Amendment No. 3
of
Contract No. NI080000014
for
Toxicological, Environmental, and Physical Evidence Analysis for APD
between
Dallas County
and the
City of Austin

1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 1, 2010, the term for the extension option will be October 1, 2010 to September 30, 2011.

2.0 The total contract amount is increased by $60,000.00 for the extension option period. The total Contract authorization is recapped below:

<table>
<thead>
<tr>
<th>Term</th>
<th>Action Amount</th>
<th>Total Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Term: 10/01/07 – 09/30/08</td>
<td>$60,000.00</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>Amendment No. 1: Option 1</td>
<td>$60,000.00</td>
<td>$120,000.00</td>
</tr>
<tr>
<td>Amendment No. 2: Option 2</td>
<td>$60,000.00</td>
<td>$180,000.00</td>
</tr>
<tr>
<td>Amendment No. 3: Option 3</td>
<td>$60,000.00</td>
<td>$240,000.00</td>
</tr>
</tbody>
</table>

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Dallas County

By: __________________________
    Jim Foster
    County Judge

CITY OF AUSTIN:

By: __________________________
    Byron Johnson
    Purchasing Officer

CITY OF AUSTIN:

By: __________________________
    N/A
    Assistant City Manager

APPROVED AS TO FORM:

By: __________________________
    Law Department

By: __________________________
    N/A
    Assistant City Manager
OFFICE OF THE DIRECTOR

September 20, 2010

TO: Commissioners Court
THROUGH: Jeffrey J. Barnard, M.D., Director and Chief Medical Examiner
FROM: Cathy Causey Self, Forensic Operations Administrator

SUBJECT: Interlocal Agreement with UT Southwestern for Indigent Dispositions

Background

The Office of the Medical Examiner (OME) is tasked with carrying out the County's statutory responsibility for the disposition of "pauper" and unclaimed decedents. The indigent and unclaimed decedent policy was initially approved by the Commissioners Court on November 25, 2004, and modified on April 25, 2006. Policy implementation includes execution of an Interlocal Agreement (ILA) with the University of Texas Southwestern Medical Center (UTSW) for acceptance and disposition of identified adult decedents. The last substantive amendment to the ILA with UTSW was on April 25, 2006 to limit acceptable decedents to those weighing 600 pounds or less and adding a differential amount ($1/pound) to the standard reimbursement of $300 for decedents weighing more than 250 pounds. The current ILA expires on September 30, 2010.

The purpose of this briefing is to present a renewal ILA with UTSW (see Attachment A) for indigent and unclaimed decedent dispositions and to provide a recommendation regarding Court approval of the agreement.

General Process and Volume Discussion

The County's responsibility for disposition of indigent and unclaimed decedents is discussed in the Tex. Health and Safety Code Ann. §694.002 and §711.002. State law allows the Commissioners Court to determine the manner of disposition for unclaimed and indigent decedents. The duty of the OME (on behalf of the County) to deliver bodies not claimed for burial or a body required to be buried at public expense to the SAB is stated in Tex. Health and Safety Code Ann. §691.023, as is the requirement for the County to bear the cost of disposition for decedents not utilized by the SAB for the advancement of medical sciences.

The OME delivers all identified, adult decedents weighing 600 pounds or less to the SAB. If the body is not used by the SAB for the advancement of medical sciences, then the County reimburses UTSW for the cost of body processing and disposition by cremation. Cremated remains are returned to the SAB and placed in a memorial garden at UT Southwestern Medical Center. At this time, the SAB does not accept unclaimed infant or child remains as a matter of policy, and those remains are cremated by a vendor through the standard requisition and purchase order process.
All unidentified remains are buried (per statutory requirements) in a vendor cemetery. Decedents weighing more than 600 pounds are also buried, due to cremation chamber size limitations. Unidentified and oversize decedent burials are conducted through a vendor selected using the standard Purchasing requisition purchase order process.

The number of indigent and unclaimed decedents processed by the OME is shown below along with the rationale for the County disposition:

<table>
<thead>
<tr>
<th>Number of Dispositions by Type</th>
<th>FY03</th>
<th>FY04</th>
<th>FY05</th>
<th>FY06</th>
<th>FY07</th>
<th>FY08</th>
<th>FY09</th>
<th>FY10 through 9.9</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adults</td>
<td>150</td>
<td>130</td>
<td>203</td>
<td>178</td>
<td>144</td>
<td>144</td>
<td>141</td>
<td>118</td>
</tr>
<tr>
<td>Infants/children</td>
<td>77</td>
<td>46</td>
<td>60</td>
<td>29</td>
<td>52</td>
<td>39</td>
<td>42</td>
<td>29</td>
</tr>
<tr>
<td>Unidentified</td>
<td>9</td>
<td>11</td>
<td>9</td>
<td>8</td>
<td>6</td>
<td>2</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>Total</td>
<td>236</td>
<td>187</td>
<td>272</td>
<td>215</td>
<td>200</td>
<td>189</td>
<td>185</td>
<td>153</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reason for County Disposition</th>
<th>FY03</th>
<th>FY04</th>
<th>FY05</th>
<th>FY06 through 3.3.06*</th>
<th>FY07</th>
<th>FY08</th>
<th>FY09</th>
<th>FY10 through 9.9</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stated lack of financial resources</td>
<td>143</td>
<td>110</td>
<td>158</td>
<td>49</td>
<td>125</td>
<td>103</td>
<td>125</td>
<td>98</td>
</tr>
<tr>
<td>No/unable to locate next of kin</td>
<td>70</td>
<td>58</td>
<td>82</td>
<td>43</td>
<td>68</td>
<td>59</td>
<td>54</td>
<td>39</td>
</tr>
<tr>
<td>Next of kin refused to claim body</td>
<td>14</td>
<td>8</td>
<td>23</td>
<td>16</td>
<td>3</td>
<td>21</td>
<td>4</td>
<td>10</td>
</tr>
<tr>
<td>Unidentified</td>
<td>9</td>
<td>11</td>
<td>9</td>
<td>5</td>
<td>4</td>
<td>6</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>Total</td>
<td>236</td>
<td>187</td>
<td>272</td>
<td>113</td>
<td>200</td>
<td>189</td>
<td>185</td>
<td>153</td>
</tr>
</tbody>
</table>

*FY06 Reason for County Disposition data incomplete due to staff turnover

Legal Issues

The conditions of the agreement are the same as the prior ILA approved by the Court with the exception of the agreement term, which was revised for FY2011. The ILA has been reviewed and approved by UTSW and the District Attorney Civil Division.

Fiscal Impact

The FY2011 budget for the Office of the Medical Examiner includes $70,150 for indigent/unclaimed decedent cremation costs, based on an estimated 200 adult cremations (175 "standard" and 25 "oversized") and 60 infant cremations. The FY2011 budget also includes $8,500 for unidentified decedent burial costs.
Compared to our current cost of $810 for adult burials and $510 for infant burials (typically used for partial or skeletonized remains), utilization of the SAB and cremation as the disposition method for all identified, indigent/unclaimed decedents will save approximately $120,000 in direct costs during FY2011.

**Strategic Plan Compliance**

Approval of the ILA with UTSW is within the scope of Vision 1 regarding interagency partnership and collaboration and consistent with Strategy 1.3 regarding sound, financially responsible and accountable governance.

**Recommendation**

The Institute of Forensic Sciences recommends that the Commissioners Court approve the renewal Interlocal Agreement with the University of Texas Southwestern Medical Center at Dallas and that the County Judge be authorized to sign the agreement on behalf of Dallas County.
INTERLOCAL AGREEMENT
Between
DALLAS COUNTY
And
UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS
For
DISPOSITION OF INDIGENT AND UNCLAIMED ADULT DECEDEENTS

WHEREAS, the County of Dallas, a governmental entity, hereinafter called "County" and located at 411 Elm Street, Dallas, Texas 75202 in Dallas County, Texas, wishes to enter into an Interlocal Agreement (ILA) with The University of Texas Southwestern Medical Center at Dallas, hereinafter called "Medical Center", a State agency located at 5323 Harry Hines Blvd., Dallas, Texas, 75390 in Dallas County, Texas for disposition of indigent and unclaimed adult decedents that are not utilized for the advancement of medical science; and

WHEREAS, Section 694.002 of the Texas Health and Safety Code authorizes the Commissioners Court to provide for the disposition of the body of a decedent pauper; and

WHEREAS, Section 791.011(C)(2) of the Texas Government Code permits agreements between local governments and state agencies to provide a governmental function or service that each party to the contract is authorized to perform individually.

NOW, THEREFORE, THIS ILA IS hereby made and entered into by and between Medical Center and County upon and for the mutual consideration stated herein:

I.
Upon determination by the Dallas County Office of the Medical Examiner (OME), also known as the Southwestern Institute of Forensic Sciences (SWIFS), that the OME is in possession of an adult, identified dead body weighing 600 pounds or less, that is not claimed for burial or requires disposition at County expense, the OME will deliver the decedent to the Medical Center.

II.
The Medical Center will accept the decedent delivered by the OME and process the decedent in compliance with applicable laws and established Texas State Anatomical Board policies and procedures for willed bodies, including disposition of any remains. All decedents, including, without limitation, decedents with infectious diseases, will be handled and boxed for cremation by County employees and not by Medical Center employees. County shall notify the Medical Center when any infectious disease cases are delivered by County to Medical Center.
III.
If a body delivered by the OME to the Medical Center is not used for the advancement of medical science, the Medical Center will dispose of the body and the County agrees to pay the Medical Center Three Hundred and 00/100 Dollars ($300.00) per body or cremation to reimburse the full cost of disposition of the body for decedents weighing up to 250 pounds. For decedents weighing more than 250 pounds, in addition to the cost of disposition as set forth in this section III, the County will pay an additional One and 00/100 Dollar ($1.00) per pound for every pound above 250 pounds.

IV.
At the time that decedents are delivered to the Medical Center by the OME, the OME will notify the Medical Center if the OME were unable to locate the next of kin for those decedents. If the next of kin were not located prior to transfer of the decedent to the Medical Center, but who was subsequently located after the decedent has been processed by the Medical Center but have not been interred, the Medical Center will return the decedent cremains to the OME for delivery to the next of kin upon reasonable notice to the Medical Center. The Medical Center shall not be expected to return such decedent to the OME in any of the following circumstances: (1) the request for the decedent is received by the Medical Center more than ninety (90) days after its receipt of the decedent from the OME; or (2) the OME failed to notify the Medical Center that the next of kin had not been located at the time that the decedent was delivered to the Medical Center. The same reimbursement rate as set forth in section III of this ILA shall apply for any decedents that are provided to the OME according to this section IV.

V.
The County agrees to pay the Medical Center for all decedent disposition costs approved by the OME. Invoices shall be sent to the OME, and the County shall pay the Medical Center within thirty (30) days of receipt of an invoice. Medical Center agrees that a temporary delay in making payments due to County's accounting and disbursement procedures shall not place the County in default of this ILA and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) calendar days after its due date. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

VI.
The Term of this ILA shall commence on October 1, 2010 through September 30, 2011. Either party may terminate the ILA upon thirty (30) days advance written notice to the other party or upon mutual consent. This ILA may be annually renewed upon mutual written agreement.

VII.
County and Medical Center agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with this ILA, to the extent allowed by Texas law.
VIII.
Any notice or certification required or permitted to be delivered under this ILA shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

**Dallas County:**
Jeffrey Barnard, Director
Southwestern Institute of Forensic Sciences
5230 Southwestern Medical Avenue
Dallas, TX 75235

**Medical Center:**
John A. Roan, Exec. VP Business Affairs
Univ. TX Southwestern Medical Ctr.
5323 Harry Hines Blvd.
Dallas, TX 75390

**Copy To:**
Shawn Cohenour, Director
Univ. TX Southwestern Medical Ctr.
Office of Contracts Management
5323 Harry Hines Blvd.
Dallas, Texas 75390

IX.
BINDING AGREEMENT: AUTHORITY: PARTIES BOUND. This ILA has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this ILA on behalf of each party represents and warrants that they have full right and authority to enter into this ILA.

AMENDMENT. This ILA may not be amended except in a written instrument specifically referring to this ILA and signed by the parties hereto.

APPLICABLE LAW. This ILA shall be expressly subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and all applicable federal and state laws. This ILA shall be governed by and construed in accordance with the laws of the State of Texas and venue of any legal action filed by either Medical Center or County shall be in Dallas County, Texas.

SEVERABILITY. In the event that one or more of the provisions contained in the ILA shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the ILA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provisions of this ILA, which shall remain in full force and effect.
County has executed this ILA pursuant to its Commissioners Court Order No. ____________, approved on the _____ day of _______________ 2010.

COUNTY OF DALLAS, TEXAS

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER AT DALLAS

BY: Jim Foster
County Judge

BY: John A. Roan
Executive Vice President for Business Affairs

RECOMMENDED:

BY: Jeffrey J. Barnard, M.D.
SWIFS Director

*APPROVED AS TO FORM:

BY: Gordon Hikel
Chief, Civil Division
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or agreements or legal documents on behalf of its clients. It may not advise or approve a contract or agreement 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).
September 16, 2010

TO: Honorable Commissioners Court

FROM: Duane Allen Gallup
ADR Coordinator

SUBJECT: ADR Program & Dispute Mediation Services

BACKGROUND
The Commissioners Court appointed the Dispute Resolution System Board (DRSB) in January 2010 to oversee and study Dallas County’s ADR programs and make recommendations on how to improve these programs, including but not limited to the Dispute Mediation Services (DMS) contract.

The primary purpose of the DMS contract is to provide low cost mediation services in an effort to reduce the caseload of the County’s court system by resolving cases and disputes in which the cost of mediation is an obstacle for litigants.

OPERATIONAL IMPACT
The DRSB is recommending renewal of the Dispute Resolution Center (DRC) contract with the vendor DMS for the first six months of FY2011. The DRSB will continue to monitor performance of the vendor during such time.

Primary changes in the FY2011 Contract are:

• Dallas County ADR Funds are to be used only for Dallas County residents and litigants as specified in The Texas Civil Practice and Remedies Code Chapter 152.
• Criteria for the acceptance of county subsidized cases are being tightened to comply as closely as possible with the provisions of Chapter 152.
• County funded or subsidized mediation sessions will be conducted between the parties only without their attorneys being present in the room, similar to what is in common practice in other forums of county subsidized mediations.
• Additional vendor activities such as training, out-of-county mediations, mediations outside the scope of the contract criteria, and other activities not specified in Chapter 152, can be administered by the vendor provided that the vendor segregates the accounting of Dallas County funding and shows such segregation to the satisfaction of the County Auditor.
Proposed funding is sufficient to maintain the availability of mediation services to all those who qualify. A short-term decrease in caseloads is expected due to the refinement of case criteria. However, some board members expect that caseloads will quickly return to current levels and that caseloads will increase as the vendor, parties and their attorneys become more familiar with the criteria.

The proposed changes allow the DRC vendor to focus on and improve the delivery of mediation services in cases where the expense of litigation and mediation are a major obstacle for disputants. The proposed changes will ensure that county funds are not used in cases which fall outside the scope specified in the Texas Civil Practice and Remedies Code Chapter 152.

FINANCIAL IMPACT/CONSIDERATIONS
The Alternate Dispute Resolution Fund is projected to have an FY2010 ending balance of $1,358,175 with FY2011 revenues of $856,041 resulting in total sources of $2.2 million. Should the DMS contract be extended for a full year the cost would be $315,000 (a 10% decrease from the FY2010 contract) with other projected expenses of $468,034, resulting in total projected expenditures of $783,034.

RECOMMENDATION
It is the opinion of the Dispute Resolution System Board that the above recommendations will provide an Alternate Dispute Resolution system that is fair to the citizens of Dallas County, the Alternate Dispute Resolution community, and the legal community, while serving those that legitimately need discounted or free mediation services.

The Dispute Resolution System Board also recommends a ten percent reduction in the contract amount, similar to what has been required of other vendors and County departments. The members of the Dispute Resolution System Board voted to ratify the proposed contract, as written, with a vote of nine in favor and five against.

RECOMMENDED BY
Duane Allen Gallup
ADR Coordinator
District Court Administration

Ryan Brown
Budget Officer
Office of Budget & Evaluation
CONTRACT TO PROVIDE
ALTERNATIVE DISPUTE RESOLUTION (“ADR”) SERVICES
(the “Contract”)

BY AND BETWEEN

DALLAS COUNTY
ON BEHALF OF THE DISTRICT COURT ADMINISTRATION
(the “County”)

AND

DISPUTE MEDIATION SERVICES, INC.
(the “DMS”)

WHEREAS, the County desires to maintain an alternative dispute resolution system as defined by § 152.001, Texas Civil Practice & Remedies Code and as authorized by § 152.002, TCPRC; and

WHEREAS, the parties have mutually agreed to a Contract for a six (6) month Term from October 1, 2010 to March 30, 2011; and

WHEREAS, DMS is a provider of ADR strategies, including, but not limited to: mediation, arbitration, restitution, negotiation and other forms of ADR settlement; and

WHEREAS, DMS has agreed to provide ADR services to the County as described herein; and

WHEREAS, the parties have agreed as to the ADR services to be provided by DMS to County and the fees to be paid by County to DMS for the term of this Contract; and

WHEREAS, the county has appointed the Dispute Resolution System Board (DRSB) to evaluate and make recommendations concerning the Alternative Dispute Resolution System in Dallas County; and

WHEREAS, the DRSB agreed to the provisions of this Contract pertaining to the scope of services to be provided by DMS and the criteria for case acceptance described herein, and accordingly recommends the approval of this Contract to the Dallas County Commissioners Court; and

WHEREAS, funding for the services to be provided is included in the County’s FY2011 proposed budget and shall not exceed $157,500.00 during the 6 month Term of the Contract.

WHEREAS, County has appointed the Dallas County ADR Coordinator, to manage the Contract and act as the County Contract Administrator for FY2011;
WHEREAS, the Dallas County Commissioners Court by order has granted an exception from competitive bidding under Texas Local Government Code § 262.024(4) as a professional service contract.

NOW, THEREFORE, it is agreed as follows:

SECTION I: TERM

The term of this Contract is from October 1, 2010, until midnight on March 30, 2011. Upon mutual agreement, this Contract may be renewed for one (1) additional 6 month period.

SECTION II: SCOPE OF SERVICES

A. DMS shall provide the following ADR Services:

1) DMS will provide ADR services to resolve disputes among individuals, including those having an ongoing relationship such as relatives, neighbors, landlords and tenants, employees and employers and merchants and consumers within Dallas County, in accordance with § 152.001, TCPRC;

2) DMS will provide ADR services for any case referred by a civil, family or probate court in Dallas County (including Civil District Courts, Family District Courts, County Courts at Law, Probate Courts, and Justice of the Peace Courts) with particular emphasis given to servicing all pro se cases, and those cases in which the amount in dispute is less than fifty thousand dollars ($50,000.00). For cases referred from the Family District Courts, the case limit of fifty thousand dollars ($50,000) does not apply;

3) Courts will be encouraged to refer to DMS, and DMS will make reasonable efforts to accept, only those cases, whether court-referred or not, meeting criteria established by the DRSB in consultation with DMS and the referring courts. Such criteria will be subject to ongoing review and revision based on the experience of the parties in implementing such criteria. Case selection criteria to take effect at the commencement of the term of this Contract are attached hereto as Appendix “A” and incorporated herein by reference for all purposes. Cases already accepted and scheduled by DMS prior to the effective date of this Contract will not be subject to such criteria. DMS will make every reasonable effort to implement such criteria fully by January 1, 2011;

4) DMS will provide public awareness of ADR services available through public exposure and education via publications and media announcements in Dallas County;

5) DMS will provide all necessary staff required to provide ADR services in Dallas County;

6) DMS will provide general ADR information and referral assistance in Dallas County;
7) DMS will meet, upon request, with the County Contract Administrator to facilitate any concerns and/or improvements identified by the County;

8) DMS will provide a detailed time schedule for implementation of each ADR service not currently being utilized;

9) Service performance expectations are to be monitored and set in Appendix “B” which is subject to on-going adjustment per DRSB recommendations;

10) Settlement reports on litigated cases should include cause numbers and totals for the following categories: settled as result of mediation, settled prior to mediation, mediated but did not settle, and not mediated. DMS shall report these statistics to County Contract Administrator.

11) DMS will utilize volunteer ADR providers. Maintain a volunteer roster adequate to handle the number of cases received by DMS.

12) DMS will actively seek to utilize mediators with diversified backgrounds.

13) Volunteer mediators shall perform administrative tasks, as needed.

14) Volunteers will be utilized as trained mediators in sessions involving disputants, including, but not limited to, community meetings and/or public awareness programs;

15) The parties agree that the provision of training to mediators, arbitrators, and other neutrals is not a service within the scope of this Contract.

B. The parties agree that DMS may engage in activities not within the scope of this Contract, including training and the provision of mediation services in cases not meeting the criteria established by this Contract, but that the funds payable to DMS under this Contract may not be used to support or subsidize such services. To the extent that DMS elects to engage in such extra-contractual activities, DMS shall be required to establish to the satisfaction of the Dallas County Auditor that such activities are not being funded, supported, or subsidized by the County.

C. DMS agrees to have the following members of the County as ex-officio members of its Board of Directors:

   a. County ADR Coordinator or County Contract Administrator; and,

   b. Two currently sitting Judges of any County Court at Law, Civil District court, or Family District Court.

SECTION III: DELIVERABLES

A. DMS will provide to the County the following reports, including, but not limited to: administrative, programmatic and financial data as the County deems reasonably necessary to monitor and evaluate the activities and services pursuant to this Contract. Copies of all reports are to be provided to the County Contract Administrator, the local Administrative District Judge, the Commissioners Court and the Budget Department. At a minimum, a monthly performance report with a statistical section detailing DMS activity shall include the following:

   1. The overall case activity (i.e., the number and type of cases received and
disposition information);
2. The number of cases referred to DMS by the County by cause number;
3. The results of court-ordered mediation, by cause number, in format deemed acceptable by County Contract Administrator; and
4. The service records of volunteer mediators.

B. DMS will provide an annual report which summarizes each of the monthly reports, including full financial and programmatic information, shall be provided to County each anniversary date of this Contract.

SECTION IV: INCORPORATION OF DOCUMENTS

The following documents are hereby incorporated by reference as if fully reproduced herein for FY2011:

1. Case referral and acceptance criteria attached hereto as Appendix "A";
2. Performance Measures for DMS for FY2011, attached hereto as Appendix "B"; and
3. The Board of Directors of DMS for 2010-2011, attached hereto as Appendix "C."

SECTION V: COMPENSATION

In consideration for the ADR services to be provided, and in accordance with the budget provided by DMS, County agrees to pay DMS a fee of One Hundred Fifty Seven Thousand Five Hundred Dollars ($157,500.00) made up of six (6) equal monthly payments of Twenty Six Thousand Two Hundred Fifty Dollars ($26,250.00) each, subject to the following limitations:

A. Payments by the County will be rendered within thirty (30) days of both: i) DMS’ correct and accurate invoice in a form approved by the County Auditor, and ii) County’s receipt of all reports due under the terms of this Contract;

B. Invoices are to be submitted to the County Auditor with a copy of the invoice provided to the County Contract Administrator;

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

D. The total amount of the Contract for the six (6) month Term shall not exceed One Hundred Fifty Seven Thousand Five Hundred Dollars ($157,500.00);
E. Payments by County are to be combined with revenue generated from other sources to fund the total DMS program. Any excess of total revenue over expenditures will be retained by DMS and reported to the County, along with all other information to support budget modifications and/or requests. DMS agrees to timely pay all legal and just debts from current income without further cost or contribution from the County; and

F. Prior to expending funds on capital improvement projects, DMS shall receive prior written approval by the County.

**SECTION VI: REVENUES AND FUNDING SOURCES**

A. This Contract is conditioned on the continued receipt of revenues from the ADR fee, currently six dollars ($6.00), charged on most County court civil filings.

B. The County agrees to allow DMS to directly charge clients for its ADR services. DMS can retain a portion of collected fees, as shown in the approved budget, for use by DMS for approved expenditures, including new programs or services, or capital expenditures needed for the ADR services specified in this Contract. DMS agrees to secure Commissioners Court approval for its fee structure and indigency criteria prior to implementing any policy changes.

C. DMS must be able to demonstrate that fees and grants received in connection with these ADR services shall be used only for the specified purpose and accounted for in accordance with the terms of the respective contracts, grants, or service agreements.

**SECTION VII: TERMINATION**

The County reserves the right to terminate the Contract immediately, in whole or in part, at its sole discretion, for the following:

A. Without cause by either party with thirty (30) days prior written notice;

B. Immediately upon written notice for lack of, or reduction in, funding;

C. Ten (10) days prior written notice for non-performance;

D. Immediately upon DMS’ improper misuse or inept use of funds;

E. Immediately upon DMS’ failure to comply with the terms and conditions of the negotiated Contract; and

F. Immediately upon DMS’ submission of data and/or reports that are incorrect, incomplete and/or false in any way.
SECTION VIII: INDEMNIFICATION AND OTHER INSURANCE

A. DMS hereby forever waives and releases the County, the Dallas County Civil Courts, the County Commissioners, County Judge and their respective officers, agents, employees, and representatives (referred to collectively as "County") from any and all claims for damages, known or unknown, which may arise as a result, directly or indirectly, of DMS' involvement in the underlying Contract, including, but not limited to the following: any premises or special defects known or unknown to the County; any injury to a person and/or staff; and any injury to other individuals present during DMS' involvement under the terms and conditions of the Contract, including willful acts.

B. AND FURTHER, DMS, to the fullest extent allowed by law, agrees to indemnify and hold harmless the County against all claims, demands, actions, suits, losses, damages, liabilities, costs and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorneys' fees) incurred by or sought to be imposed on County because of injury (including death) by any manner or method whatsoever, or damage to property (whether real, personal or inchoate) arising out of or in any way related (whether directly or indirectly, causally or otherwise) to the Contract and/or ADR services. This indemnification shall apply, whether or not any such injury or damage has been brought on any theory of liability, including County's negligence, intentional wrongdoing, strict product liability or breach of non-delegable duty. DMS further agrees to defend (at the election of the County) at its sole cost and expense against any claim, demand, action or suit for which indemnification is provided hereunder.

C. Approval and acceptance of DMS' work by the County shall not constitute nor be deemed a release of responsibility and liability of DMS, its employees, subcontractors, agents and vendors for the accuracy and competency of their work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared by DMS, its employees, subcontractors, agents or vendors. In this regard, DMS 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 and/or Errors and Omissions insurance in an amount of not less than five hundred thousand dollars ($500,000.00) 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.

D. INSURANCE. The DMS, at DMS' sole cost, shall additionally purchase and maintain in force the following minimum insurance coverage during the term of this Contract. Such insurance shall be in the amounts and in full compliance with the following terms and conditions:
1. County requires and DMS agrees that the following insurance coverage will be met and in effect without interruption for the life of the awarded Contract and any renewal or extension. DMS will submit within ten (10) days after the award of this Contract to the Dallas County Purchasing Department and the Dallas County Auditor’s Office a certificate of insurance, or if requested by County, a certified copy of the insurance policy, providing verification of the herein required coverage. The certificate of insurance shall list “Dallas County” as a certificate holder. All certificates of insurance shall be identified with the Commissioner Court Order number authorizing the execution of the Contract. Full verification and prior acceptance by the County of the insurance provided shall be a condition precedent to the commencement or delivery of any work. Moreover, the County’s Department Manager should proceed under the Contract only after he/she gets a written “Notice to Proceed” from the County Purchasing Department. Acceptance of the verification of insurance shall not relieve or decrease the liability of the DMS. The County will neither be responsible for nor authorize payment for any item or items listed in this Contract in its original form or as it may be modified in the future for which the County may be liable without having the applicable certificates (or certified policy) on file. All policies shall be issued by an insurance company acceptable to County, having a rating of “A” or better by A.M.Best Co and authorized to do business in the State of Texas. All insurance cost, including any deductibles (which shall not exceed ten percent (10%) of the coverage) shall be paid in full by DMS without cost to or contributions from the County. The following minimum insurance coverage is required:

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

<table>
<thead>
<tr>
<th>Types of Coverage</th>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td></td>
</tr>
<tr>
<td>Bodily injury by Accident</td>
<td>$500,000 Ea. Accident</td>
</tr>
<tr>
<td>Bodily injury by Disease</td>
<td>$500,000 Ea. Employee</td>
</tr>
<tr>
<td>Bodily injury by Disease</td>
<td>$500,000 Policy Limit</td>
</tr>
</tbody>
</table>

This insurance must be endorsed with a “Waiver of Subrogation” endorsement, waiving the carrier’s right of recovery under subrogation otherwise from the County.
ii. Comprehensive General Liability Insurance - Such insurance shall carry limits of one million and 00/100 dollars ($1,000,000.00) for bodily injury and property damage per occurrence with a general aggregate of one million and 00/100 dollars ($1,000,000.00), and products and completed operations aggregate of one million and 00/100 dollars ($1,000,000.00). The policy shall cover DMS’s obligations herein to include, but be limited to, contractual liability, product/completed operations, personal injury/advertising liability; medical payments; fire damage, legal liability; broad form property damage, and/or liability for independent contractors.

iii. Professional Liability - Insurance Requirements - DMS shall indemnify County for errors or omissions as shown herein and shall secure, pay for and maintain in force during the term of the Contract sufficient errors and omissions insurance in an amount of not less than five hundred thousand dollars ($500,000.00) single limit, with certificates evidencing such coverage.

2. DMS agrees that, with respect to the above referenced insurance, all insurance policies will contain following required provisions:

i. As applicable:
   a. “This insurance shall not be canceled, limited in scope or coverage or non-renewed until after forty five (45) days prior written notice, or ten (10) days for non-payment of premium, has been given by the insurance company to the County.”
   b. “It is agreed that the DMS’ insurance shall be deemed primary with respect to any insurance or self insurance carried by the County for liability arising out of operations under the Contract with the County.”
   c. “Dallas County, County Commissioners, County Judge, the County’s elected officials, director, employees, agents representatives and volunteers are added as additional insured in respect to operations and activities of, or on behalf of the named insured performed under Contract with the County.” (This is not applicable to the workers’ compensation policy.)
   d. “The workers’ compensation and employers’ liability policy will provide a waiver of subrogation in favor of the County.”

ii. Workers’ compensation insurance must include the responsibility of the DMS to provide coverage for every worker either under the DMS’ policy or under the policy provided by a subcontractor. The DMS’ policy shall provide that, in the event that a subcontractor’s policy fails to provide worker’s compensation coverage of a worker, that such insurance coverage is provided by the DMS’
policy. DMS shall obtain certificates of coverage for subcontractors carrying their own policies, prior to any subcontractor providing services under this Contract.

iii. By signing this Contract, providing or causing to be provided a certificate of coverage or certified copy of a insurance policy, DMS is representing to the County that all employees of the DMS who will provide services under this Contract will be covered by workers’ compensation coverage for the duration of this Contract. DMS further represents 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 self insurance, with the Texas Workers’ Compensation Commission. Providing false or misleading information may subject DMS to administrative penalties, criminal penalties, civil penalties and/or other civil actions.

iv. Provide for an endorsement that the “other insurance” clause shall not apply to the County where County is an additional insured on the policy.

v. Provide for notice to the County by United States Postal Service registered mail, return receipt requested, and full postage paid, sent to:

Purchasing Agent for Dallas County, Texas
Records Building, 6th Floor
509 Main Street, Room 623
Dallas, Texas 75202-5799

Dallas County Auditor
Records Building, 4th Floor
509 Main Street, Suite 407
Dallas, Texas 75202-5799

vi. All Insurance coverage shall be on an occurrence basis covering the term of the Contract, unless specifically approved in writing, and executed by the County’s Purchasing Agent. In the event that a “claims made” basis is approved by the County in writing, such coverage shall be maintained during the Contract term and for five (5) years following the expiration and/or termination of this Contract.

In addition to any and all other remedies the County may have upon DMS’ failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, County shall have the right:

i. To order DMS to stop work hereunder, which shall not constitute a “Suspension of Work”; or
ii. Withhold any payment(s) which become due to DMS hereunder until DMS demonstrates compliance with the Contract requirements and provides security satisfactory to County for the potential liability resulting from the lack of required insurance. This provision shall survive Contract termination; or

iii. At its sole discretion, declare a material breach of this Contract, which, at County’s discretion may result in:
    a. termination of this Contract; or
    b. demand on any bond, as applicable; or
    c. the right of the County to complete this Contract by agreement with the “next low bidder”, DMS being fully liable for the difference between the original Contact price and the actual price paid, which amount is payable to County by DMS on demand; or
    d. any combination of the above; and

iv. Any combination of the above.

4. DMS shall advise County in writing within twenty-four (24) hours of any claim or demand against County or DMS known to DMS related to or arising out of DMS’ actions under this Contract.

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

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

7. Acceptance of the final products by County shall not constitute, nor be deemed a release, of the responsibility and liability of DMS, its employees, associates, agents or subcontractors for the accuracy and competency of ADR services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the work products prepared by DMS, its employees, subcontractors and/or agents.

8. Standard of Care: Services provided by DMS under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

9. Nothing herein contained shall be construed as limiting in any way the extent to which DMS may be held responsible for payments of damages to persons or property resulting from DMS’ or its subcontractors’ performance of work covered under this Contract.
SECTION IX: SECURITY FOR FAITHFUL PERFORMANCE

With the execution and delivery of the Contract, DMS shall furnish and file with Dallas County within thirty (30) days of award and in the amounts herein required, the following SURETY BONDS. Such Surety Bonds shall be in accordance with the provisions of Section 262.032 of the Texas Local Government Code, as amended.

SECTION X: PERFORMANCE BOND

A. A good and sufficient Bond in an amount equal to one hundred percent (100%) of the approximate total amount of the Contract guaranteeing the full and faithful execution of the work and performance of the Contract in accordance with the plans, specifications and Contract documents, including any extensions thereof, for the protection of the County. Should the County exercise any Contract extension option for additional Contract terms, it will be DMS’ responsibility to have the surety company provide to County confirmation of the existing bond or provide a new bond, if applicable.

B. Bonds shall be executed by a duly authorized surety company satisfactory to the County. The County will accept only those bonds executed by those surety companies listed in Circular 570 “Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury.”

C. No surety will be accepted by the County who are now in default or delinquent on any bonds or who are interested in any litigation against the County. All bonds shall be executed by corporate surety authorized to do business in the State of Texas.

D. Each bond shall be executed by DMS and the surety. Each surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

E. In lieu of a performance bond, DMS may submit a cashiers check in the amount of five percent (5%) of the total Contract amount guaranteeing the full and faithful execution of the work and performance of the Contract in accordance with the Contract documents, including any extension thereof for the protection of the County.

F. In the event the Contract is prematurely terminated due to non-performance and/or DMS’ request, County reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, County will seek its attorney’s fees and costs of suit from DMS, which amount DMS shall immediately pay.
G. All bonds shall be delivered to the Dallas County Purchasing Department, c/o Mary Lewis Stephens, 509 Main Street, Room 623, Dallas, Texas 75202 with a copy to the Dallas County Auditor, Virginia Porter, 509 Main Street, Suite 407, Dallas, Texas 75202 within thirty (30) days after execution of this Agreement, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County’s sole discretion.

H. County will disburse no payments for goods or services provided unless a good and sufficient bond is on file with the County.

SECTION XI: MISCELLANEOUS GENERAL PROVISIONS

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

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

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

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

E. Default/Waiver/Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. DMS has a duty to mitigate damages.

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

G. Binding Agreement/Parties Bound. DMS certifies that the person executing this Contract has full authority and is authorized to execute this Contract on behalf of DMS. A resolution, duly passed by DMS, evidencing such authority shall be furnished to County on the date of execution of this Contract and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns.

H. Amendment. This Contract may not be amended except in a written instrument specifically referring to this Contract and signed by the parties hereto.
I. **Number and Gender.** Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

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

K. **Franchise Tax.** In accordance with the Tax Code, Chapter 171, VTCA, payments can be made under this Contract: 1) if a corporation certifies by execution of this Contract that its payment of franchise taxes is currently in "good standing" with the State of Texas; or 2) if it is exempt from payment of franchise taxes and certifies by execution of this Contract that it is not subject to the State of Texas franchise tax. A false statement regarding franchise tax status will be treated as a material breach of this Contract and may be grounds for termination at the option of County. If franchise tax payments become delinquent during the term of this Contract, or any extension, payments under this Contract will, at the option of County, be withheld until its delinquent franchise tax is paid in full.

L. **Non-Discrimination.** DMS warrants that no person shall on the grounds of race, creed, color, national origin, age or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any ADR services or activity funded in whole or in part with funds made available under this Contract.

M. **Priority.** In the event of a conflict between the terms of this Contract and any attachments, the terms of this Contract shall be controlling.

N. **Independent Contractor.** Each party is acting independently and neither is an agent, servant, employee or joint enterprise of the other.

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

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

Dallas County:

Duane Gallup, ADR Coordinator
District Court Administration
600 Commerce Street, RM 681
Dallas, Texas 75202
(214) 653-7898 (telephone)
(214) 653-7202 (facsimile)

DMS:

LaCrisia R. Gilbert, CEO
Dispute Mediation Service, Inc.
4144 N. Central Expressway, Ste. 1010
Dallas, Texas 75204
(214) 754-0022
EXECUTED THIS the ____________ day of __________________ 2010.

COUNTY:

BY: Judge Jim Foster
Dallas County Judge

DMS:

BY: LaCrisia “Cris” Gilbert
Chief Executive Officer
Dispute Mediation Services, Inc.

RECOMMENDED:

BY: Duane Gallup
ADR Coordinator
District Court Administration
Dallas County

APPROVED AS TO FORM*:

BY: Chief, Civil Division

*By law, the District Attorneys’ 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).
APPENDIX A
CASE REFERRAL AND ACCEPTANCE CRITERIA

I. Civil Cases (including probate)
   A. Cases eligible
      1. Cases filed in Dallas County
      2. Cases in which the parties are proceeding under Discovery Level 1
      3. Cases in which the Court otherwise determines that the amount in
         controversy does not exceed $50,000
      4. Cases in which at least one party is proceeding pro se
   B. Exceptions
      1. Cases in which any party is represented by an attorney under a
         contingent fee agreement
      2. Cases in which any party is represented by counsel retained by an
         insurance company or other indemnitor
      3. Cases in which all parties are represented by retained counsel, unless
         all such counsel agree that they will not attend or participate in
         mediation, either in person or by telephone. This is not intended to
         prevent parties from consulting with their counsel during the
         mediation as determined by the mediator to be reasonable and
         appropriate.

II. Family Cases
   A. A Family District Court may refer to DMS any case in which the Court
      determines that the means of the parties are not sufficient to bear the cost
      of private mediation.
   B. Cases in which all parties are represented by retained counsel will not be
      referred to or accepted by DMS, unless all such counsel agree that they
      will not attend or participate in mediation, either in person or by
      telephone. This is not intended to prevent parties from consulting with
      their counsel during the mediation as determined by the mediator to be
      reasonable and appropriate.
   C. Cases involving issues of conservatorship, possession, or support of minor
      children will be assigned by DMS only to attorney mediators with
      significant family law experience, or to non-attorney mediators
      specifically approved by the referring court.

III. Cases Not in Litigation
    DMS may accept for mediation or other ADR processes any controversy or
    dispute, originating in Dallas County and not in litigation, so long as the case is
    within the scope defined by § 152.001, TCPRC and otherwise meets the criteria
    set out above.
APPENDIX B
PERFORMANCE MEASURES

I. Service Performance expectations are as follows:
   A. It is expected that the settlement rate will average sixty-five percent (65%).
   B. Settlement reports on litigated cases should include, at a minimum, cause numbers and totals for the following categories:
      1. settled as result of mediation,
      2. settled prior to mediation,
      3. mediated but did not settle, and
      4. not mediated.
      5. DMS shall report these statistics to County Contract Administrator

II. Monitor Performance for six months to evaluate case load changes related to new Case Criteria
   A. DRSB recommends that DMS report back to the DRSB their case load variances relating to current performance from past performance, in light of the newly imposed Case Criteria.
   B. DRSB will use the above data to establish new Performance Measures, and/or adjust case criteria as needed for the second half of FY2011.
APPENDIX C

Dispute Mediation Service, Inc.
Offering Resolutions of Hope

BOARD OF DIRECTORS 2010

President
Doug Skierski
Franklin Skierski Lovall Hayward
10501 N. Central Expressway #106
Dallas, TX 75231
(972) 755-7101 Fax (972) 755-7111
dskierski@fshlaw.com

Vice President
Susan C. Austin
6120 Kenwood
Dallas, TX 75214
(214) 827-2355 eve. Cell (214) 538-5389
susancaustin@sbcglobal.net

Secretary
Renor L. Shumpert
2113 Prairie Creek Trail
Garland, TX 75040
(972) 308-1331 cell (972) 989-5749
Renor.l.shumpert@irs.gov

Treasurer
Mark Rambin
Travis Wolff
Partner/Director, Litigation Services & Forensic Accounting
5580 LBJ Freeway, Suite 400
Dallas, TX 75240-6265
(972) 310-7139
mrambin@traviswaft.com
mrambin@msn.com

Director
Michael C. Eberhardt

Board Term Expires
12/31/10
12/31/11
12/31/11
12/31/11
12/31/10
Attorney at Law/Mediator
6006 Club Oaks Drive
Dallas, TX 75248
(972) 380-6178 Fax (972) 380-4977
mikeceber@sbcglobal.net

**Director**
Linda Galindo, Ph.D.
Consulting Psychologist
1412 Main Street # 420
Dallas, TX 75202
(214) 745-8993 Fax (214) 741-1506 or (972) 696-1594
Cell Phone (214) 769-9145
galindolin@aol.com

**Director**
Staci J. Williams
Attorney/Associate Judge
P.O. Box 801883
Dallas, TX 75380
(972) 390-0627
adrstjwilliams@earthlink.net

**Director**
Sumico Colombo
6144 Yellow Rock Trail
Dallas, TX 75248
(972) 490-3098
ss.colombo@sbcglobal.net

**Director**
Adam McGough
5521 Greenville Avenue
Suite 104, PMB 211
Dallas, TX 75206
214-876-6582
rezolutionz@gmail.com

12/31/10
12/31/10
12/31/10
12/31/11
September 15, 2010

MEMORANDUM

TO: Commissioners Court

THROUGH: Shannon Brown
Assistant Commissioners Court Administrator

THROUGH: Chris Thompson
Director of Operations

FROM: Carolyn Thompson
Project Manager Operations - Space Planning/Property Management

SUBJECT: Parking Agreement with the Oak Cliff Bible Fellowship Church

BACKGROUND
The Oak Cliff Bible Fellowship church has served the Dallas area for many years. They are located in the southern sector of Dallas County at 1808 W. Camp Wisdom Road, within miles of the South Dallas Government Center. Facilities Management has received their request to renew the Temporary License Agreement for the use of the parking lot at the South Dallas Government Center located at 7201 S. Polk Street. This location will handle parking for members that attend service on Sundays through midday, and Wednesday evenings. In addition, they are requesting use of the parking lot during other special events with prior written approval of the Facilities department. In their request, they specify only motor vehicles; light trucks and passenger vans will be parked there.

IMPACT ON OPERATIONS/FINANCIAL
The Oak Cliff Bible Fellowship Church has agreed to pay the sum of fifty dollars ($50) per day of use, and will maintain during the term of this agreement, comprehensive general liability and standard all-risk insurance in the amount of $100,000 per occurrence, without cost to Dallas County.

At a rate of $50 per week, revenue generated from this agreement will be $2,600 annually. There will be no other impact to normal county operations at these locations.

STRATEGIC PLAN COMPLIANCE
Executing this agreement is line with Strategic Vision 4.2 Implement Programs and Conduct Activities to Address Transportation in Dallas County; and in line with Vision 5.3 Coordinate Programs and Services to Improve Dallas County Quality of Life.

RECOMMENDATION

Staff recommends the Commissioners Court approve this request.

Approved: Shannon Brown, Asst. Court Administrator

Approved: Chris Thompson, Director
RENEWAL
of
TEMPORARY LICENSE AGREEMENT

This Renewal is made pursuant to the terms and conditions of the Temporary License Agreement (the "License") originally entered into by and between Dallas County ("the County") and Oak Cliff Bible Fellowship Church (the "Licensee"), on August 21, 2007, pursuant to Dallas County Commissioners Court Order 2007-1673.

The License is for the utilization of the County-owned parking lot located at the Governmental Building, Justice of the Peace Court, Precinct 1, 7201 South Polk Street, Dallas, Texas, 75232 (the "Parking Lot"), every Sunday, for a twelve (12) month period, between the hours of 7:00 A.M. to 3:00 P.M. only. Other than the modification of the renewal dates, the payment terms and all other provisions within the Agreement shall remain in full force and effect.

RENEWAL TERM

Pursuant to Section F, of the License, the term of this Renewal is for one (1) year, commencing on the Effective Date of September 30, 2010 to September 29, 2011. The option to renew for additional twelve (12) month periods must be exercised by written mutual agreement based under the existing terms and conditions. Such renewals shall be evidenced by formal written approval of the Dallas County Commissioners Court and Licensee.

IN WITNESS WHEREOF, this Renewal of the Temporary License Agreement between Dallas County and Oak Cliff Bible Fellowship is hereby accepted and acknowledged below.

EXECUTED THIS _____ DAY OF __________________________, 2010.

DALLAS COUNTY:

BY: Jim Foster
    Dallas County Judge

OAK CLIFF BIBLE FELLOWSHIP:

BY: (name)

APPROVED AS TO FORM*:

BY: Gordon Hikel, Chief
    Civil Division
    Criminal District Attorney’s Office

*By law, the District Attorneys’ 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).
September 15, 2010

MEMORANDUM

TO: Commissioners Court

THROUGH: Shannon Brown
Assistant Commissioners Court Administrator

THROUGH: Chris Thompson
Director of Operations

FROM: Carolyn Thompson
Project Manager Operations - Space Planning/Property Management

SUBJECT: Parking Agreement with the Templo Betania Evangelistic Center

BACKGROUND
The Templo Betania Evangelistic Center is an Assembly of God church serving the local Hispanic community for many years. They have requested the use of the parking lot of the Oak Cliff Sub Courthouse located at 401 S. Beckley Ave to handle parking for members that attend service on Sundays through mid day, and Wednesday evenings. In addition, they are requesting use of the parking lot during other special events with prior written approval of the Facilities department. In their request, they specify only motor vehicles; light trucks and passenger vans will be parked there.

IMPACT ON OPERATIONS/FINANCIAL
The Templo Betania Evangelistic Center has agreed to pay the sum of fifty dollars ($50) per day of use, and will maintain during the term of this agreement, comprehensive general liability and standard all-risk insurance in the amount of $100,000 per occurrence, without cost to Dallas County.

At a rate of $50 per week, revenue generated from this agreement will be $2,600 annually. There will be no other impact to normal county operations at these locations.

STRATEGIC PLAN COMPLIANCE
Executing this agreement is line with Strategic Vision 4.2 Implement Programs and Conduct Activities to Address Transportation in Dallas County; and in line with Vision 5.3 Coordinate Programs and Services to Improve Dallas County Quality of Life.
RECOMMENDATION

Staff recommends the Commissioners Court approve this request.

Approved: Shannon Brown, Asst. Court Administrator

Approved: Chris Thompson, Director
RENEWAL
of
TEMPORARY LICENSE AGREEMENT

This Renewal is made pursuant to the terms and conditions of the Temporary License Agreement (the "License") originally entered into by and between Dallas County ("the County") and Templo Betania Evangelistic Center (the "Licensee"), on September 25, 2007, pursuant to Dallas County Commissioners Court Order 2007-1934.

The License is for the utilization of the County-owned parking lot located at the Oak Cliff Sub Courthouse, 410 S. Beckley, Dallas, Texas, 75203 (the "Parking Lot"), every Sunday, and every Wednesday between the hours of 5:00 P.M. to 11:30 P.M., for a twelve month term. Other than the modification of the renewal dates, the payment terms and all other provisions within the Agreement shall remain in full force and effect.

RENEWAL TERM

Pursuant to Section F, of the License, the new term of this Renewal is for twelve months, commencing on the Effective Date of September 30, 2010 through September 29, 2011. The option to renew for additional twelve (12) month periods must be exercised by written mutual agreement based under the existing terms and conditions. Such renewals shall be evidenced by formal written approval of the Dallas County Commissioners Court and Licensee.

IN WITNESS WHEREOF, this Renewal of the Temporary License Agreement between Dallas County and Templo Betania Evangelistic Center is hereby accepted and acknowledged below.

EXECUTED THIS _______ DAY OF __________________________, 2010.

DALLAS COUNTY: 

BY: Jim Foster
Dallas County Judge

TEMPLO BETANIA EVANGELISTIC CENTER:

BY: (name)
(title)

APPROVED AS TO FORM*:

BY: Gordon Hikel, Chief
Civil Division
Criminal District Attorney’s Office

*By law, the District Attorneys’ 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).
September 28, 2010

TO: Commissioners Court

FROM: Linda S. Boles, Purchasing Agent

SUBJECT: Render Susceptible for Contract Negotiations/Award Consideration – RFQ No. 2010-065-5119 Request for Statements of Qualifications for Professional Elevator Consultant Services

Background
On July 19, 2010, by authorization of the Commissioners Court, the Purchasing Department received and opened two (2) proposals in response to the aforementioned solicitation. The responding firms are: Boca Group Central, LLC and Richard E. Baxter & Associates, LLC. The purpose of this briefing is to recommend staff be permitted to enter into contract negotiations with the highest rated firm.

Operational Impact
The solicitation seeks to contract with a professional firm/individual to monitor and evaluate approximately 128 elevators and escalators in various Dallas County facilities including performing state mandated equipment inspections and consulting services for modernization projects. The rating criteria and points assigned are as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>I Qualifications and Experience</td>
<td>40</td>
</tr>
<tr>
<td>II Quality of Response and Approach</td>
<td>45</td>
</tr>
<tr>
<td>III M/WBE Compliance Participation</td>
<td>15</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

The proposals were evaluated and scored by representatives of the following County departments: Commissioners Court, Engineering & Project Management, and Facilities. The M/WBE Coordinator solely evaluated and scored the M/WBE Compliance Section.

For the court’s review, a breakdown of each committee member’s scores and the M/WBE participation forms has been included in your packet.

Strategic Plan Compliance
This RFP complies with Vision 3 of the County’s Strategic Plan – Dallas County is safe, secure and prepared.
Summary
Based on the consolidated scores, the Evaluation Committee recommends that staff be permitted to enter into contract negotiations with the highest rated firm, Boca Group Central, LLC for RFQ No. 2010-065-5119 Request for Statements of Qualifications for Professional Elevator Consultant Services.

In the event the County cannot reach an agreement with the selected firm by negotiation of a contract, the County may formally end negotiations by written notification to the firm. At the County’s discretion, the County may then choose to enter into negotiations with the next most highly ranked firm and attempt to negotiate a contract with that firm. The process will continue until the County has successively negotiated a contract or rejects all proposals from award consideration.

Should the Court concur with this recommendation, a Court Order will be placed on the next Formal Agenda.
September 28, 2010

TO: Commissioners Court
FROM: Linda S. Boles, Purchasing Agent
SUBJECT: Exemption Request for PBX Maintenance, Hardware and Technical Support Services

Background
Through an interlocal agreement with the State of Texas, Dallas County has utilized the State’s DIR contract as awarded to Affiliated Telephone, Inc. for the procurement of Nortel maintenance, software, technical support and hardware as it relates to the County’s PBX system.

The purpose of this briefing is to request an exemption to the procurement laws in order to preserve the property of the county.

Operational Impact
The County’s current PBX system is comprised of various Nortel brand/manufactured components (hardware and software). The State’s DIR contract as awarded to Affiliated Telephone allowed for a single source procurement mechanism in which to allow the county to procure and ensure no disruption and/or conflicts with respect to hardware, software and/or maintenance support.

The DIR contract has expired and in accordance with the terms of the contract, the County’s agreement with the current provider (Affiliated Telephone, Inc.) will expire on September 30, 2010. Although the State has re-solicited for a new contract, all proposals received (100+/-) are still under review with no anticipated award date scheduled for several months.

Affiliated Telephone, Inc. has agreed to continue services based on the pricing set forth in the existing contract with an additional 10% discount.

Financial Impact
It is estimated that Dallas County will expend approximately $245,389 annually with respect to this agreement.

Strategic Plan Compliance
This RFP complies with Vision 1, Strategy 1.3 of the County’s Strategic Plan by providing a sound, financially responsible, and accountable governance.

Recommendation
In accordance with LGC 262.024 (a) (1) and in an effort to ensure that there is no disruption in the County’s PBX system, staff recommends that that the procurement of the necessary Nortel components be procured through Affiliated Telephone, Inc. until such time that a new contract is in place through either a County solicitation or a new interlocal agreement.

Should the Court concur with this recommendation, a Court Order will be placed on the next Formal Agenda.
Date: September 21, 2010
To: Members of the Commissioners Court
From: Mattye Mauldin-Taylor, Ph.D.
Director of Human Resources/Civil Service
Subject: Deputy Constables – Recommended Hiring Process

Background
For the past several months, the Human Resources/Civil Service Department has been reviewing the hiring process for the position of deputy constable. It is the recommendation of the Human Resources/Civil Service Department to have the hiring process for the deputy constable position track the hiring process for the deputy sheriff position. The recommended process is outlined below:

Responsibilities of Human Resources
I. HR will post test announcements at least twice a year (or more often if needed) indicating that Dallas County is hiring for the positions of deputy constables;
II. Interested applicants will submit applications, register for the written test with documentation of educational level and TCLEOSE credentials, along with office placement preferences;
III. If the basic requirements are met, the applicant will receive a test booklet to review for a 30-day review period;
IV. The written test will be administered and a list utilizing assigned confidential numbers will be posted;
V. When a constable has a vacancy, all applicants who passed the written test and indicated an interest in working in that area Office will be forwarded to the Office. If an applicant has not indicated a specific area, those applications will also be forwarded to the Constable.
VI. If more than one Constable has a vacancy, the applications with non-preference for a certain area will be randomly selected and divided equally among the Constable Offices. If one Constable makes a decision before another Constable, the applicants who were not selected will have their applications forwarded to the other Constable who is still in the hiring process. An application is viable for six months.
VII. If a Constable is interested in an applicant, he/she will determine the strategy for further review of the applicant (See Step III below) and notify HR. When the decision is made to conduct further assessments on the applicant, the HR Office will work directly with the Sheriff’s Department to run the TCIC/NCIC background check, driving records, and fingerprints through DPS and the FBI databases, followed by the physical agility test, the polygraph examination, and the psychological assessment;
VIII. The Sheriff's Department will notify the HR Department of the applicant's status on each of the assessments and HR will notify the Constable's Office and provide data as allowed by law and policies. **Psychological assessments will be provided directly to the Constable, with the examiner providing the County with a copy of the L-3, which is required by TCLEOSE and which indicates that the psychological "fitness" of the applicant meets County standards, which exceed TCLEOSE requirements.**

IX. Once the department makes a job offer, an employee physical (including drug screen) will be conducted at the County's Employee Health Center.

X. If the applicant successfully passes the employee physical, HR and the Auditor's Office will be notified by the Employee Health Center.

**Constable Offices' Responsibilities**

I. Assist in the recruiting of applicants for the deputy constable positions and keep HR abreast of upcoming vacancies;

II. Review applications and make timely decisions regarding applicants for further consideration, including checking F5 status;

III. Decide on the hiring strategy –
   1.) Review applications and conduct preliminary interviews with applicants; if there is further interest, conduct extensive background investigation and obtain all F-5 status information prior to requesting the additional testing through HR; or,
   2.) After preliminary review, request additional testing through HR prior to conducting the extensive background investigations and obtaining all information related to the applicant's F-5 status;

IV. Once all information has been obtained and the Constable Office has made an offer, the Constable Office will then schedule the applicant for an employee physical;

V. If the applicant successfully passes the employee physical, the Constable Office will submit a Court Order indicating on Form #1 that all job-related and TCLEOSE requirements (especially the extensive background check in accordance with TCLEOSE) have been met;

VI. Schedule the applicant for New Employee Orientation and complete all required paperwork; and,

VII. Timely submit all required paperwork to TCLEOSE and set up employee folder containing all required documentation and set up tracking systems regarding performance appraisals, training provided, educational requirements, class attendance, firearm qualifications, etc.

**Operational Impact**

Approving this proposed process will provide clarification and clear directions to the various departments involved in the hiring process of deputy constables.

**Financial Impact**

The financial impact is estimated to be around $5,000.00 for the written tests, polygraph examinations, and psychological assessments. The costs would be charged to the Constable Offices.
Legal Review
This proposal has been reviewed by the Civil Section of the District Attorney’s Office.

Strategic Plan Compliance
Recommendations in this briefing are consistent with Dallas County’s Strategic Plan Vision 1, Strategy 1.5: Dallas County should maintain a strong, motivated workforce.

Recommendation
The Human Resources/Civil Service Department requests the Commissioners Court approve the hiring recommendations set forth in this briefing and forward such to the Civil Service Commission for final approval.

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

Attachment A – Deputy Constable Job Description
Attachment B – TCLEOSE Hiring Requirement Checklist
Attachment C – Constable’s Overview

Copy: All Dallas County Constables
DALLAS COUNTY JOB DESCRIPTION - PROPOSED

Job Title: Deputy Constable I  
Job Code: 901000  
Job Grade: 66

Reports To: Deputy Constable II or III  
Pos. No: Various  
FLSA Code: N

Department: Constable  
Loc. Code: Various  
SIC Code: 922J  
WC Code: 7720

Division: Various Precincts  
CS Code: A  
EEO Code: D04

Summary of Functions: Performs licensed peace officer tasks in accordance with State and local laws and the policies and procedures of the Constable’s Office and performs bailiff tasks for the Justice of the Peace.

Management Scope: N/A

Duties and Responsibilities: 

<table>
<thead>
<tr>
<th>% of Time</th>
<th>Essential</th>
<th>Non-essential</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>05</td>
<td>N</td>
<td></td>
</tr>
<tr>
<td>05</td>
<td>N</td>
<td></td>
</tr>
<tr>
<td>05</td>
<td>N</td>
<td></td>
</tr>
</tbody>
</table>

Minimum Qualifications:

Education, Experience and Training:
TCLEOSE (Texas Commission on Law Enforcement Officer Standards and Education) certification as a Peace Officer and one of the following combinations: (1) thirty hours of college from an accredited college or university with a grade “C” or better and one year of law enforcement experience; OR (2) fifteen hours of college from an accredited college or university with a grade “C” or better and two years of law enforcement experience; OR (3) three years of law enforcement experience. A candidate may be considered for a Deputy Constable Recruit at a lower salary grade with one of the following: Certified Law Enforcement Officer OR one year of law enforcement experience OR thirty hours of college from an accredited college or university with a grade “C” or better. Must be a U.S. citizen.

Special Requirements/Knowledge, Skills & Abilities:
Ability to effectively communicate, both verbally and in writing, and establish and maintain effective working
relationships with employees, departments and the general public. Must be at least 21 years of age and possess a valid Texas Driver’s License, with good driving record. This position requires successful completion of a written examination, polygraph exam, psychological exam, physical exam and extensive background investigation. Mandatory drug testing prior to employment, and will be subject to random, unannounced drug and/or alcohol testing during employment. Also, if hire date is over 180 days from last appointment, must by law pass a criminal history check, physical exam, psychological exam and drug test.

Physical/Environmental Requirements:
Must be able to perform defense tactics against individuals. Requires one or more of the following: prolonged sitting, standing, walking, running, ascending and descending of stairs, both inside and outside. Must be able to work varied days and shift schedules, to include weekends and holidays. Potential exposure to communicable diseases.

Supervisor Signature _____________________________ Date __________________

Reviewed by Human Resources/Civil Service on 

Date __________________

Approved by Civil Service Commission on

Date April 19, 2004

This job description shows typical requirements of a position within this classification. This description is not intended to be all-inclusive. Individual positions may vary slightly in functions, job dimensions and requirements. The percentage of time devoted to each function is only an estimate and may change depending on the specific departmental tasks. Candidates whose disabilities make them unable to meet these requirements will still be considered fully qualified if they can perform the Essential Functions of the job with reasonable accommodation.
September 22, 2010

To: Members of the Commissioners Court

From: Mattye Maudlin-Taylor, Ph.D.

Subject: Policy Revisions – Nepotism Policy

**Background**

On August 17, 2010, the Human Resources/Civil Service Department presented Commissioners Court with revisions to the Nepotism Policy found in Section 86-241 through 86-245 of the Dallas County Code. During the briefing discussion, comments were made related to Texas law on degrees of relationship used to determine how one person is related to another by blood or marriage in regards to the relative “cousin.” While the Commissioners Court’s legal advisor acknowledges that there is disagreement whether the state law keeps one from hiring a cousin, the HR/CS Department recommends retaining the word “cousin” in the current policy. As a compromise, the Court might consider limiting the degree of the relationship to second or third cousins.

In addition, the Human Resources/Civil Service Department recommends the Commissioners Court approves revisions to the policy language as stated below:

- clarify who is covered under policy provisions;
- clarify immediate family members to include relationships by blood, marriage, or adoption;
- expand the definition of immediate family members;
- provide guidelines for submitting request for exceptions; and
- provide guidelines for notifying Commissioners Court when the job assignment of an employee, who has been granted an exception to policy, changes.

**Impact on Operations**

The revised policy will provide clarification and guidance to supervisors, managers, and employees when addressing these issues.

**Legal Review**

The legal advisor to Commissioners Court reviewed the policy.

**Strategic Plan Compliance**

Recommendations in this briefing are consistent with Dallas County’s Strategic Plan Vision 1: Dallas County is a model interagency partner.
Recommendation
The Human Resources/Civil Service Department recommends Commissioners Court approve the revised Nepotism Policy for immediate inclusion in the Dallas County Code.

Recommended by:
Mattie Maudlin-Taylor, Ph.D.
Director of Human Resources/Civil Service
DIVISION 6. NEPOTISM*


Sec. 86-240. Policy Statement.

The purpose of this policy is to reduce potential conflicts or perceptions of favoritism that may occur with the hiring of immediate family members in the workplace. The following language will clearly define Dallas County's policy regarding the standards for the hiring of relatives, or employees become related by blood, marriage or adoption.

Sec. 86-241. Prohibited according to applicable law.

The hiring of employees shall not violate the laws against nepotism as contained in the state law or other applicable laws. This policy applies to all applicants and employees (regular full-time, temporary full-time, regular part-time, or temporary part-time capacity) to include applicants/temporary employees provided through temporary employment agencies. Sheriff's Department employees should consult the Sheriff's Department Civil Service Rules and Regulations for departmental guidance.

(Admin. Policy Manual, § A(2.13))

Sec. 86-242. Immediate family members enumerated.

Applicants who have any of the following immediate family members (related by blood, marriage, or adoption) presently working for the county will not be allowed to work in the same department: parent, husband, wife, child, stepchild, brother, sister, nephew, niece, stepbrother, stepsister, half-brother, half-sister, stepparent, cousin to the fifth and sixth degree (for example, second or third cousin), grandparent, grandchild, uncle, aunt and any person serving as parent/guardian, or any relative living in the same household.

For example, John has applied for a security officer position in the Office of Security and Emergency Management Department. His stepmother has a nephew currently employed in the department. John cannot work in the Security and Emergency Management Department because he currently has a cousin (by marriage) currently employed in the department.

(Admin. Policy Manual, § A(2.14))

Sec. 86-243. Additional persons classified as immediate family.

The remaining relatives to be included in the term "immediate family" are: parent-in-law, child-in-law, brother-in-law and sister-in-law. Applicants who are related to any of these immediate family members who are presently working for the county may work in the same department but will not be allowed to work in the same section or division, nor may a supervisory relationship exist; nor may future intradepartmental transfers result in such relationships. A section or division is defined as a formal organizational structure or unit that has been formally established by the office of budget and evaluation. [Policy language from this section has been restructured/incorporated in the following paragraph.]
Applicants and employees who have any of the following family members (related by blood, marriage, or adoption) currently working for the county may work in the same department but may not work in the same section or division, nor may a supervisory relationship exist; parent-in-law, child-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law. A section or division is defined as a formal organizational structure or unit that has been formally established by the office of budget and evaluation.

For example, John has applied for a position in the Juvenile Detention Center of the Juvenile Department. His sister-in-law is currently employed at the LETOT Center of the Juvenile Department. John may be employed to work in the Juvenile Department because he and his sister-in-law would be employed in a different division of the department where no supervisory relationship exists.


Sec. 86-244. Becoming relatives after employment; restrictions.

Employees who become relatives after employment will be restricted in transfer and promotion as stated in section 86-243 (i.e., may not work in the same section or division and no supervisory relationship may exist).

Employees who become relatives (by blood, marriage, or adoption) after employment are treated in accordance with sections 86-242 or 86-243. If the elected official/department head is unable to make an acceptable accommodation (e.g., move to a different section or division), the elected official/department head shall notify the employee(s) in writing that one of the employees must separate from the county within sixty (60) days. The choice of who shall separate from county service shall be the employees’. In the event the employees do not agree with respect to which one shall resign, the employee with the least seniority shall be separated from Dallas County.


Sec. 86-245. Consequences for violations.

Employees who become relatives after employment with the county must meet the criteria outlined in section 86-242 and section 86-243. It is the employee’s responsibility to conform with this policy and failure to do so will result in termination.


Sec. 86-246. Exceptions to policy.

Exceptions to this policy must be briefed and approved by commissioners court as outlined below:

a. Written justification for the exception must be submitted to the human resources/civil service director for review;

b. The written justification must include a formal organization chart(s) that identifies the placement of employees in regards to the exception; and

c. The human resources/civil service director will submit the request for exception to commissioners court for review and approval.

Note: If commissioners court approves the exception, any further movement/changes of the employees’ status within the department (e.g.,
transfer, promotion, demotion, reclassification, etc.) must be briefed to commissioners court for review and approval.

Secs. 86-246--86-270. Reserved.
September 28, 2010

TO: The Honorable Commissioners Court

THROUGH: Rodney Christian, Interim Chief Information Officer

FROM: Troy E. Jones, Project Manager

SUBJECT: Request funding for OnBase Training

PURPOSE
To approve funding for a five (5) day customized technical training course provided by Hyland Software on the OnBase Imaging product. This on-site course will cover eight (8) different topics over five (5) days and will provide needed education for the IT OnBase support staff.

This brief is requesting immediate funding to insure that training is delivered in the 4th quarter of 2010.

BACKGROUND
Countywide Imaging has been implemented in the County Clerk and District Clerk offices. Internal support for OnBase is being provided by Dallas County IT Applications staff. This training course will provide training on critical functions available in OnBase that will enable the support staff to provide the highest level of service to OnBase users.

OPERATIONAL IMPACT
None

STRATEGIC PLAN
Vision 3: Dallas County is a safe, secure, and prepared. This proposed Hyland Software training class ensures the professional support required to continue information sharing initiatives in support of a safe, secure, and prepared Dallas County.

LEGAL CONSIDERATIONS
None
FISCAL IMPACT
It is recommended that unused funds in the amount of $16,816 approved by Court Order 2009-2055 be reallocated to fund these training courses.

RECOMMENDATION
It is recommended that the Dallas County Commissioners Court authorize and approve this customized training course offered by Hyland Software. The cost of the course is $14,356.90.

Recommended by:

Rodney Christian, Interim CIO
September 28, 2010

TO: Dallas County Commissioners Court

FROM: Shannon S. Brown, Assistant Administrator

SUBJECT: Memorandum of Understanding with Letot Center Capital Foundation

BACKGROUND:
In May 1989, Dallas County and the Letot Center Capital Foundation executed a memorandum of understanding laying out the parameters of the construction of the Letot Center. That memorandum included clarifying the relationship to the Dallas Independent School District (DISD) which owned the property encompassing the new facility and the old Letot School (total of 4.75 acres). The 36,000 square foot Center opened in 1990 and has successfully served at-risk youth and diverted youth from further involvement in the juvenile justice system. The Foundation funded the construction and initial furnishings of the building.

In 2005, DISD expressed an interest in selling the properties and Dallas County began discussions on purchasing the property to expand the Letot Center program. In November 2008, both properties were purchased by Dallas County for $450,000. The old Letot School building was demolished in 2009 and the site is ready for construction.

In conjunction with the property acquisition discussions, a building advisory committee was formed to review the options for a new facility on the corner site. The need for a residential treatment facility that serves females has been in discussions in the juvenile justice and child protective services system for the past several years. All interested parties agree that a facility for females located within Dallas County will greatly enhance treatment options.

The Letot Center Capital Foundation (Foundation) is ready to proceed with a capital campaign to raise funds for a residential treatment facility for females. The Foundation desires to enter into a new memorandum of understanding for the project. The purpose of this briefing is to present the first draft of the memorandum of understanding and discuss potential funding options.

IMPACT/OPERATIONS:
The Foundation has provided funding for conceptual design work of a new facility. The facility will include housing, educational and programming space for a maximum of 96 youth with an estimated size of 55,000 square feet. Licensing requirements of the Texas Juvenile Probation Commission and Texas Department of Family & Protective Services have been reviewed as the facility will be licensed by one of the agencies. Currently, the Juvenile Department places approximately 200 females in out-of-County placements each year. Once the facility is constructed, the youth could be placed here, improving the likelihood of successful transition back to their families and homes.
As with the previous construction project, the Foundation would oversee the construction project and manage funding. The Foundation prefers to utilize the design-build construction method. Staff recommends that the Foundation conduct a request for qualifications process to select the design-build team.

The attached draft memorandum of understanding outlines the proposed arrangement. Upon the completion of the project, the facility will be turned over to Dallas County for ownership and operation.

**FINANCIAL IMPACT:**

**Capital Campaign** – The Foundation is committed to conducting a capital campaign to raise $7.5 million for the facility and initial furnishings. All funds raised will be managed by the Foundation and the County will receive periodic updates on the progress of the campaign.

As the Foundation has discussed this project with potential donors, it has noted that there are interested groups but that donations may be spread out over multiple years. For example, a group may commit a total of $1 million but split the donation payout over a two-year period. This funding cycle could result in a commitment of funds quickly but the receipt of funds over a longer period of time.

Due to the urgent need for treatment services for females within Dallas County and the current favorable construction cost climate, the Foundation is requesting that Commissioners Court consider providing bridge funding once a certain commitment level is achieved. For example, the Foundation may receive funds in hand of $4 million with commitments for another $2 million within a 24-month span. Bridge funding in the amount of $3.5 million would be needed to begin construction.

**Operating Expenses** – Once the facility is constructed, the Juvenile Department plans to utilize funding from existing placement expenses to staff and operate the program. The current average daily rate is $120-$130 for females receiving services in other facilities. At a daily population of 48 at opening, the operating budget would be $2.1-$2.3 million. As the program expands to full capacity of 96, the operating budget would be $4.2-$4.6 million.

**LEGAL:**

The attached draft memorandum of understanding reflects general agreements concerning the construction and operation of the facility. Any bridge funding arrangements should be incorporated into the final agreement. The memorandum of understanding will be reviewed by legal staff.

**SCHEDULE:**

The Foundation is prepared to begin the capital campaign immediately and hopes to secure substantial commitments early in the campaign. It is estimated that the design-build process will take approximately 18 months once a firm is selected.
Commissioners Court  
September 28, 2010  
Letot Capital Campaign  
Page 3

**STRATEGIC PLAN IMPACT:**  
This project supports Strategic Plan Objective 5.3 to improve services, programs and the appearance of Dallas County facilities.

**RECOMMENDATION:**  
Staff recommends that the attached memorandum of understanding be finalized based on discussions concerning potential bridge funding for the Letot Center Capital Foundation campaign.
MEMORANDUM OF UNDERSTANDING

BETWEEN

DALLAS COUNTY

AND

LETOT CENTER CAPITAL FOUNDATION

WHEREAS, Dallas County ("County") is a political subdivision of the State of Texas acting by and through the Dallas County Commissioners Court ("Commissioners Court"); and

WHEREAS, the Letot Center Capital Foundation ("Foundation") is established as a 501c(3) non-profit corporation for the sole purpose of fund raising and construction project management of facilities for at-risk youth in association with the Letot Center ("Project"); and

WHEREAS, County and Foundation desire to cooperate in the efforts necessary to construct a residential treatment facility for at-risk females to receive treatment services with Dallas County; and

WHEREAS, this memorandum of understanding ("MOU"), including all addenda, amendments, exhibits and attachments hereto, sets forth the rights and responsibilities of County and Foundation in their joint endeavor(s) as set forth herein;

NOW, THEREFORE, it is the clear understanding of the County and Foundation as set forth in this Memorandum as follows, to-wit:

1. The Foundation will use its best efforts to raise funds from private sources to complete the construction of a residential treatment facility for at-risk females.

2. The Foundation will invest all funds received in interest-bearing accounts for the benefit of the Project.

3. The Foundation will select the construction firm and oversee the construction phase of the project. County will be informed when the selection process is complete and when construction is scheduled to begin.

4. The Foundation will require the general contractor for construction of the Project to furnish payment and performance bonds with penal sums equal to 100% of the contract amount for the construction of the Project. The Foundation will further require that the payment and performance bonds be issued by a corporate surety
licensed to do business in the State of Texas and rated "B" or better in the Best Insurance Guide.

5. The Foundation shall clearly indicate in the contract for construction of the Project that the construction contract is not in any manner an obligation on the part the County, further, that County is not in any manner guaranteeing construction performed on the project, including any claims arising under or related to the contract for construction of Project.

6. The Foundation agrees that title to the permanent improvements constructed as the project shall transfer from Foundation to the County at time the Project is substantially complete, which shall evidenced issuance of a Certificate Substantial Completion.

7. During the design development phase, the Foundation and the County agree that the County shall participate in the design review of all construction documents and that the County will "sign-off" on all drawings and specifications.

8. The Foundation and the County agree that County inspectors shall participate in the inspection and acceptance of the construction work for the Project, including the inspection to determine substantial completion of the Project.

9. The County agrees to accept title to the permanent improvements which comprise the Project and to assume responsibility for insurance, maintenance and repair of the Project when title transfers to the County upon substantial completion of the Project.

10. The Foundation agrees to include provisions in the contract for construction of the Project which will recognize that all warranties to be furnished to the Foundation under the construction contract will be for the use and benefit of the county as Owner upon transfer of title when the Project is substantially complete.

11. The Foundation agrees to cooperate with the County and furnish the County with information and copies of construction documents as reasonably required by the County to facilitate the transfer of the permanent improvements constructed on the Project from the Foundation to the County.

12. The Foundation and the County agree that the Foundation will be responsible for and shall provide for the selection and replacement of all "finished materials" for a ten (10) year period commencing from the date the Project is substantially complete. "Finished materials" are defined as paint, wall coverings and flooring. The Foundation shall be responsible for payment of the replacement costs for the "finished materials", including the costs of the replacement materials and installation thereof.
13. The County agrees to consult with the Foundation on the selection, and/or replacement of furnishings for the project (other than "finished materials") including, but not limited to, furniture, light fixtures and facilities equipment.

14. The County agrees that to the maximum extent legally permissible, the County shall restrict use so that the completed facility shall be maintained and operated solely as a center for at-risk female youth.

15. The County agrees in the event the completed facility cases to be maintained and operated solely as a center for at-risk female youth the funds which represent the fair depreciated value of the improvements shall be returned to the Foundation within a reasonable period.

16. [Reserved for potential bridge funding agreement.]

17. Nothing contained in this MOU shall be deemed in any manner to constitute, create or otherwise confer any rights or causes of action for the benefit of any person or persons not a party to this MOU.

EXECUTED this _______ day of ___________________, 2010.

DALLAS COUNTY:

BY: Jim Foster
    Dallas County Judge

LETOT CENTER
CAPITAL FOUNDATION:

BY: Craig Evans
    President
The U. S. Supreme Court has ruled it is "constitutional" for an employer, government or otherwise, to adopt a policy stating that users have no reasonable expectation of privacy regarding their electronic communications over employer provided devices, and that an employer may "seize and search" such communications so long as the employer has a legitimate reason for the search and that the search was not excessively intrusive.

The following Notice to Users appears every time a Dallas County network user logs in to their computer:

NOTICE TO USERS: The computer system to which you have been provided access is the sole property of Dallas County, Texas. All access to the system is for authorized use only. All users, whether authorized or unauthorized, have no expectation of privacy, either explicit, implicit or otherwise. Any or all uses of this system and all files on this system may be intercepted, monitored, recorded, copied, audited, inspected, and disclosed to authorized law enforcement personnel, as well as authorized officials.

The above policy was approved by Commissioners Court in 2000 by Order number 2000-1883. The user must click a box agreeing to the stated policy before they will be allowed access.

The changes being suggested require very little time or expense to the County. On the other hand, if we do not make the changes, it will be possible for an employee to maintain they had never read the Notice to Users when they log on. A jury might well believe that the employee "just clicks whatever they have to when gaining access." If sufficient time has passed since the employee was hired, what they were told in Orientation would be of little value. A document we can mark as "Exhibit A" and admit into evidence cuts off this "I forgot" tactic.

When would we ever need to prove an employee has knowledge of the policy? If an employee is violating policy by looking at adult content not blocked by our system, we might take a disciplinary action against the employee. More likely however, the "evidence" obtained from an employee’s computer might be needed in a criminal prosecution for anything from theft to child abuse or kidnapping. I would not want to read the Morning News story after a case was successfully defended because the State was not able to prove, beyond a reasonable doubt, that the employee knew his computer was subject to being "seized and searched." Having that "Exhibit A" signed by the employee would surely prevent them from denying knowledge of the policy.
Right now we have nothing signed by anyone confirming their knowledge that their computer is “Not private.” Our Application For Network Access does not contain this policy or Notice To Users. This is a perfect opportunity to get a point of proof (Exhibit A mentioned above) that the employee has read and understood the policy. I suggest the form be modified to include the “Notice to Users” and such other policy issues as space allows. Then add a space for the employee’s signature.

Human Recourses, during orientation, goes over with every new employee that it is Dallas County policy for all electronic communications to be considered public but there is no document signed at orientation confirming that the employee heard and understood the discussion. I discussed having a form done at orientation with Dr. Mattye Mauldin-Taylor but we agreed it would put too much emphasis on one thing the employees were being told and might tend to minimize the importance of things like our policy against sexual harassment.

With these additions to add proof that employees have read and understood the policy, we will be in line with the policy allowed by the Supreme Court.

**Important language quoted from the Court’s Opinion:**


Although as a general matter, warrantless searches “are *per se* unreasonable under the Fourth Amendment,” there are “a few specifically established and well-delineated exceptions” to that general rule. *Katz, supra*, at 357. The Court has held that the “‘special needs’” of the workplace justify one such exception.

Even if he [the employee] could assume some level of privacy would inhere in his messages, it would not have been reasonable for Quon to conclude that his messages were in all circumstances immune from scrutiny. Quon was told that his messages were subject to auditing. As a law enforcement officer, he would or should have known that his actions were likely to come under legal scrutiny, and that this might entail an analysis of his on-the-job communications. Under the circumstances, a reasonable employee would be aware that sound management principles might require the audit of messages to determine whether the pager was being appropriately used.

Because the search was motivated by a legitimate work related purpose, and because it was not excessive in scope, the search was reasonable under the approach of the *O’Connor* plurality. 480 U. S. at 726. For these same reasons—that the employer had a legitimate reason for the search, and that the search was not excessively intrusive in light of that justification—the Court also concludes that the search would be “regarded as reasonable and normal in the private-employer context.”
There is one weakness in our policy concerning employees which could be fixed by one simple addition of a section confirming that by use of the computer the employee is acknowledging that Dallas County, as owner of the computer, maintains the right to confiscate their computers. The bigger problem arises from the conduct of elected officials and their use of computers. We currently suggest that the county and elected officials own the data on the computers. For example, Section Sec. 74-1017. says:

**Electronic mail information.**

Dallas County electronic mail (email) system is designed to facilitate the performance of county business by enhancing business communications and reducing paperwork. A user of the Dallas County email system or any other county electronic information system must adhere to the following:

1. Dallas County email system is intended for business use only. Users should keep personal email usage to a minimum and in a manner that does not interfere with user's job performance.

2. All information created, retained, archived, sent or received via the Dallas County email system, including email messages and attachments, **is the property of Dallas County or the elected official**. Users shall have no expectation of privacy regarding email. **Dallas County and elected officials** reserves the right to use, disclose, access, read, review, monitor and copy all messages and files on Dallas County computer resources at any time without notice to user and without the user's consent.

To avoid an elected official taking the position that these sections take them out of the general rule of not having any privacy rights, we can add a paragraph making it clear that even an elected official’s computer is subject to being confiscated. I attach a simple Court Order amending the Code to include the two sections discussed above.

Judges who use county computers will object to any invasion of their *work product or mental impressions*. These would be legitimate uses of the computer and are not subject to public access. They may be satisfied if a particular judge, like the Local Administrative Judge, were to review the computer prior to it being turned over to the authorities. If I were an elected official and I did not trust the IT Department to protect my private thoughts, I would buy my own computer and would not use the county system.

Other elected officials will likely object and their objections may also be valid. Most elected officials may claim a law enforcement privilege. The County may not confiscate a computer being used to investigate criminal activity in such a way as to interfere with that investigation.

As we go through the “comment” period, we can see if there is some protection that addresses these legitimate concerns.
Privacy Policy

Thank you for visiting the Dallas County Online Portal. This website is designed to make it easier and more efficient for Dallas County citizens and businesses to interact with their local government. Like all online resources, we recognize that visitors to this website are concerned about their privacy. Dallas County is committed to preserving your privacy when visiting this website.

This policy describes the County’s privacy practices regarding information collected from visitors to this website. This policy describes what data is collected and how that information is used. The County may, at its sole discretion, change, modify, add, or delete portions of this policy. Because this privacy policy applies only to this website, you may wish to examine the privacy policy of any website, including other local websites you access through this website.

Information Collected When You Visit this Website

When visiting this website the County automatically collects and stores the following information about your visit:

1. The Internet Protocol address and domain name of your Internet service provider. The Internet Protocol address is a numerical identifier assigned either to your Internet service provider or directly to your computer, which can be used to direct internet traffic to you;
2. The type of browser and operating system you used;
3. The date and time you visited this site;
4. The web pages or services you accessed at this site; and
5. The URL or web site address of the web site you visited prior to coming to this website and from which any web page on this site was linked.

This information is used to improve this website’s content and to help the County understand how people are using this website. This information is collected for statistical analysis, to determine what information is of most and of least interest to our visitors, and to identify system performance or problem areas. The information is not collected for commercial marketing purposes and the County does not sell or distribute the information collected from the Portal for commercial marketing purposes.

Information Collected When You Email this Website

If during your visit to this website you send an email to the County, your email address and the contents of your email will be collected.

The information collected is not limited to text characters and may include audio, video, and graphic information formats you send us.

Your email address and the information contained in your email may be used to respond to you, to address issues you identify, to further improve this website, or to forward your email to another agency for appropriate action. Your email address is not collected for commercial marketing purposes and the County does not sell or distribute your email address for commercial marketing purposes.

Personal Information and Choice
"Personal information" is information about an individual (e.g. an individual's name, address, and phone number). A domain name or Internet Protocol address is not considered personal information.

Personal information is not collected through this website unless you send an email containing such information to the County through this website. If you do not communicate with this website it does not affect your ability to use any other features of this website or other government websites.

The County does not knowingly collect personal information from children or create profiles of children through this website. People are cautioned that the collection of personal information provided by any individual in an email will be treated the same as information given by an adult, and may, if not protected by federal or State law, be subject to public access. The County encourages parents and teachers to be involved in children's Internet activities and guide the children whenever children are asked to provide personal information on-line.

Disclosure of Information Collected Through This Website

Information collected through this website, personal or otherwise, may, if not protected by local, federal or state law, be subject to disclosure pursuant to law, such as the Freedom of Information Law (FOIL), or court order.

Additionally, the County may disclose personal information to local, federal or state law enforcement authorities to enforce its rights against unauthorized access or attempted unauthorized access to the County's information.

Security

The County limits employee access to personally identifiable information from this website to only those employees who need access to perform a specific job. Security measures have been integrated into the design, implementation, and day-to-day operations of this website as part of our continuing commitment to the security of electronic content as well as the electronic transmission of information.

NOTE: The information contained in this policy should not be construed in any way as giving business, legal, or other advice, or warranting as fail proof the security of information provided via this website. For site security purposes and to ensure that this website remains available to all users, the County employs software to monitor traffic to identify unauthorized attempts to upload or change information or otherwise cause damage to this website.

Links Disclaimer

In order to provide visitors with certain information, this website provides links to local, state and federal government agencies, and websites of other organizations. A link does not constitute an endorsement of the content, viewpoint, accuracy, opinions, policies, products, services, or accessibility of that website. Once you link to another website from this website, you are subject to the terms and conditions of that website.

Information Disclaimer

Information provided on this website is intended to allow the public immediate access to public information. While all attempts are made to provide accurate, current, and reliable information, the County recognizes the possibility of human and/or mechanical error. Therefore, the County,
Its employees, officers and agencies make no representations as to the accuracy, completeness or suitability of the information provided by this website, and deny any expressed or implied warranty as to the same.

Language Translation Disclaimer

The information on Dallas County's web site is originally published in English. Sections of the web site use free translation software that allows for real-time translation of information into other languages. Translations from English may not always be accurate or precise. Dallas County does not warrant such translations and disclaims any responsibility, including all alleged direct and consequential damages, for inaccurate translations. Readers relying on precise information should check the original English versions.

Contact Information

For questions regarding the Privacy Policy please contact: webmaster@dallascounty.org
Current Notice to all Users as they log on to the network:

NOTICE TO USERS: The computer system to which you have been provided access is the sole property of Dallas County, Texas. All access to the system is for authorized use only. All users, whether authorized or unauthorized, have no expectation of privacy, either explicit, implicit or otherwise. Any or all uses of this system and all files on this system may be intercepted, monitored, recorded, copied, audited, inspected, and disclosed to authorized law enforcement personnel, as well as authorized officials.
Network Access Request Form

Please edit this document within Microsoft Word.
The employee's supervisor must fill out this form in its entirety -- all fields are required.

Note: This form should be emailed to the Service Desk by the employee's manager or department head. If the form is received from anyone else, it will be returned to the sender by email. When returned, a notice will be included that the request was denied because the form must be emailed by the employee's manager.

<table>
<thead>
<tr>
<th>Employee Name – include middle initial</th>
<th>Employee Phone</th>
<th>Employee Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Employee Department

Employee Title

Employee ID Number

Supervisor Name

Manager Name

Street Address

Floor

Room

Date this change is effective. For New Hires, this is the date the person is scheduled to start work.

Note: We will make every effort to complete this account request before the effective date, but ask that you provide as much advance notice as possible. Requests are typically handled within 3 business days of being received.

Choose all appropriate account options

Network

- New Windows account (ESS, Web VPN, Internet)
- Modify Existing Windows access

E-mail

- New E-mail Account
- Modify Existing E-mail Account
- Give Proxy Access to Mailbox

Make my Windows account like:

Make my E-mail account like: (if different)

Computer

To order a new computer and printer for the new employee, please contact your manager or the budget analyst for your department.

Internet

- Level 0: No External Internet Access - www.dallascounty.org only
  - Requires Department Head approval to restrict access

- Level 1: Standard Internet Access - default; recommended
- Level 2: Enhanced Internet Access - standard + streaming audio/video
  - Requires Department Head & IT Steering Committee approval

- Level 3: Open Internet Access - for bona fide investigative purposes only
  - Requires Department Head & Commissioners Court approval

Continued on 2nd page...
**Approval & Digital Signatures**

**Note to approvers:** By sending this form from your email account with your name filled in below, you are providing your approval for the requested access noted above for the specified employee. If you do not wish to approve this request, it is the manager's responsibility to notify the requestor the access has not been approved.

<table>
<thead>
<tr>
<th>Approving Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Head (only required for Internet Access Levels 0, 2, &amp; 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

The requesting supervisor will be notified once this request is complete.

**Email this form to ServiceDesk@dallascounty.org.**

**Questions? Call the Service Desk at 214-653-7900.**
Network Access Request Form

Please fill this document with Microsoft Word. The employee's supervisor must fill out this form in entirety - all fields are required.

**Network Access Request Form**

**Network**

<table>
<thead>
<tr>
<th>Employee</th>
<th>Supervisor</th>
<th>IT Coordinator</th>
<th>Requested Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Choose all appropriate account options**

- **Level 0** - All websites are accessible, except for those restricted by the County, such as computer virus. This level requires approval by the Commission's Court.

- **Level 1** - Same as Level 0, except streaming audio/video is not allowed. No approval required for this access, unless Level 0 was previously requested for this employee.

- **Level 2** - Same as Level 1, except streaming audio/video is not allowed. No approval required for this access, unless Level 0 was previously requested for this employee.

- **Level 3** - The only restricted websites are those which are known to contain malicious code, such as a computer virus. This level requires approval by the Commission's Court.

**Commands**

- Request for individual or departmental access.
- Request for access to specific websites.
- Request for access to social media.

**Approval & Digital Signatures**

- **Note to approvers**
  - If using Outlook Web Access (OWA), you must first save the document, and then attach it to a new email message. OWA does not have the functionality to use the Send To option. Instead, inside OWA, create a new email message in the following:

- **click the paper clip.**
ORDER NO. ______________

DATE: ______________

STATE OF TEXAS
COUNTY OF DALLAS

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas held on the ___ day of ______________, 2010 on motion made by ______________________________, and seconded by ______________________________, the following Order was adopted:

WHEREAS, on September 28, 2010 the Commissioners Court was fully briefed on the subject matter hereof and that a majority of that Court indicated likely approval of the modifications to the County Code and that the proposed change was then circulated to elected officials and department heads as required by Section 74-91 of said Code, and

WHEREAS, the following policy was proposed for inclusion in the Dallas County Code:

Use of Electronic Equipment by Elected Officials

Any language in this code notwithstanding, computer equipment owned by Dallas County is provided to elected officials to help them perform their legitimate duties as office holders. By using the computer and by accessing the county network (internet and intranet) the elected official is agreeing to allow the owner of the equipment, Dallas County, to use, disclose, access, read, review, monitor and copy all messages and files on Dallas County computer resources at any time without notice to the elected official and without the elected official’s consent. To the extent any elected official has confidential information legitimately on their computer, such as the mental impressions of a judge, steps will be taken to assure those items are protected from public view.

Confiscation of computer equipment

Dallas County reserves, and by use of the computer each employee and elected official acknowledges, the right as owner of the computer equipment, to confiscate, collect, move, alter or seize the computer equipment placed throughout the county from time to time as Dallas County and/or the IT Department see fit with or without notice to the then current user thereof.
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the Commissioners Court hereby approves and adopts these changes to the County Code and it is so ORDERED that these provisions be made part of the official Dallas County Code.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that The Information Technology Department modify the network application to include a place for the applicant to sign acknowledging that they have no privacy expectations in connection with their computer or other electronic device and that such equipment and/or devices may be confiscated, collected, moved, altered or seized by the County at any time without notice to or consent from the applicant.

DONE IN OPEN COURT this ____ day of __________________, 2010.

Jim Foster, County Judge

Maurine Dickey, District #1

Mike Cantrell, District #2

John Wiley Price, District #3

Kenneth A. Mayfield, District #4

Recommended by: __________________________

Bob McGrath, Legal Advisor
September 17, 2010

TO: Commissioners Court

FROM: Rick Loessberg, Director of Planning & Development

SUBJECT: Tax Abatement Request from Maxim Integrated Products

BACKGROUND

Maxim Integrated Products, which manufactures semi-conductors, is considering whether to expand its operations in Farmers Branch. To help facilitate this expansion, the County has been asked to provide a five-year 50% tax abatement on business personal property and a five-year 100% abatement on real property.

DESCRIPTION OF PROJECT

Maxim presently employs 800 people in Farmers Branch in various facilities with a total taxable value of almost $50 million. It is considering spending about $21 million-$23 million to construct a new 150,000-square-foot, three-story research and development facility and to upgrade an existing fabrication facility. In addition, another $2 million would be expended on business personal property.

The firm has considered locating the new R&D building in California. Placing it in Farmers Branch would enable the firm to retain the existing 800 jobs (which have an average salary of about $83,000) that it already has in this city.

It is anticipated that construction on the new facility will begin January 2011 and that it will be completed February 2012.

IMPACT ON OPERATIONS

Because this project involves constructing an R&D facility for a firm that is in the electronics industry, it is considered to be a strategic investment project under the County’s abatement policy. Such projects are eligible for consideration when they increase the County’s tax base by at least $1 million and create at least 35 new high-paying jobs (i.e., those with an average salary of at least $65,000). In the event such a project does not actually create new jobs, there is also a provision in the policy that allows job retention to be taken into account if at least 400 jobs are going to be retained, if the average salary of these jobs is equal to at least 80% of the average
County salary (which means the average salary would have to be at least $42,000), and if the firm presently has at least $20 million of taxable property. As the firm and the project collectively possess such characteristics, the project is eligible for consideration.

However, please note that the maximum abatement that can be provided for this type of project at this location is 50%. As a result, it is not possible to provide the 100% abatement on real property as has been requested. The firm has been informed of this situation and is amenable to what can be provided under policy.

**IMPACT ON FINANCE**

The proposed incentive would go into effect January 1, 2012 and would result in the County’s tax base increasing by at least $15 million. This increase would result in the County abating about $17,000 a year in tax revenue that does not presently exist while simultaneously collecting another $17,000 in new revenue.

The project would also increase the estimated total amount of property that the County would abate in tax year 2012 from approximately $545 million to about $553 million. However, the percentage of the County’s tax base that is projected to be abated in 2012 would remain unchanged at 0.35%.

**STRATEGIC PLAN COMPLIANCE**

As the County’s strategic plan specifically recommends that the County take actions to retain the area’s existing businesses and to have the County be the destination of choice for businesses and residents, this incentive request, which will help allow a major employer to retain 800 existing jobs and expand its operations, is consistent with the County’s plan.

**M/WBE INFORMATION**

M/WBE information for Maxim has previously been provided to the Court under separate cover.

**RECOMMENDATION**

It is recommended that the County provide a five-year 50% abatement on real and business personal property for the expansion of Maxim’s Farmers Branch operations.

cc: Virginia Porter, Auditor  
John Ames, Tax Assessor/Collector  
Ryan Brown, Budget Officer  
Linda Burns, Burns Development Group
MEMORANDUM

TO: Commissioners Court

FROM: Alberta L. Blair, P.E.
      Director of Public Works

SUBJECT: SAME DAY BRIEFING AND COURT ORDER RATIONALE

Beverly Drive MCIP Project 13102
(Westside Drive to Airline Road)
Supplemental Agreement to the Master Agreement Governing Major Capital Transportation Improvement Projects

In order to avoid any delay in the construction schedule, Town of Highland Park has requested that the referenced Supplemental Agreement to the Master Agreement be expedited for the Beverly Drive MCIP Project 13102. Due to the Town's sense of urgency, staff is requesting same day briefing and court order.

JDH/dlc

attachments
MEMORANDUM

TO: Commissioners Court

THROUGH: Maurine Dickey, Commissioner District No. 1

FROM: Alberta L. Blair, P.E.
Director of Public Works

SUBJECT: BEVERLY DRIVE MCIP PROJECT 13102
(Westside Drive to Airline Road)
SUPPLEMENTAL AGREEMENT TO THE MASTER AGREEMENT
GOVERNING MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS

BACKGROUND

Beverly Drive from Westside Drive to Airline Road was selected in the fifth call for projects for the Major Capital Improvement Program for Program Year 2012. The project is located in Road and Bridge District 1 and in the Town of Highland Park. Dallas County and the Town of Highland Park entered into a MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS pursuant to Court Order 2007-635 dated March 20, 2007.

The Town of Highland Park has Council approval of the SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT for the specific project named above and is ready for County execution. The Town of Highland Park will be the LEAD AGENCY for the project from commencement of planning to completion of construction.

FINANCIAL IMPACT

By execution of the attached agreement, the Dallas County has agreed to provide funding for this project in an amount not to exceed $1,000,000.00. The MASTER AGREEMENT specifies that the Town of Highland Parks be responsible for the remainder of the project cost of $2,603,700.00 as well as the funding of any amenities above and beyond the basic improvements.

IMPACT ON SCHEDULE AND OPERATIONS

The Town of Highland Park has expressed a desire to execute the SUPPLEMENTAL AGREEMENT TO THE MASTER AGREEMENT for Beverly Drive MCIP Project 13102 from Westside Drive to Airline Road within FY2010.
STRATEGIC PLAN COMPLIANCE

The County has worked with the Town of Highland Park on this project which is consistent with Vision 1: Dallas County is a model interagency partner.

This project will improve County transportation and other infrastructure which is consistent with Vision 4: Dallas County proactively addresses critical regional issues and Vision 5: Dallas County is the destination of choice for residents and businesses.

RECOMMENDATION

It is recommended that the County Judge be authorized and directed to execute the attached SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT GOVERNING TRANSPORTATION MAJOR CAPITAL IMPROVEMENT PROJECTS FOR BEVERLY DRIVE MCIP PROJECT 13102 FROM WESTSIDE DRIVE TO AIRLINE ROAD with the Town of Highland Park. If Commissioners Court is in agreement, a Court Order has been placed on TODAY’S FORMAL AGENDA authorizing the execution of said agreement.

Approved by:

[Signature]

Alberta L. Blair, P.E.
Director of Public Works

JDH/dlc

Attachments (Supplemental Agreement)

cc: Jack D. Hedge, P.E.
STATE OF TEXAS §
COUNTY OF DALLAS §

DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM
PROJECT SUPPLEMENTAL AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS

The Town of Highland Park, Texas, hereinafter called “TOWN”, and the County of Dallas, Texas, hereinafter called “COUNTY”, desire to enter into a PROJECT SUPPLEMENTAL AGREEMENT, hereinafter called “PSA”, in order to contract for the implementation of the Major Capital Improvement Project to be authorized by Commissioners Court approval of this PSA which approves a project on Beverly Drive from Westside Drive to Airline Road, hereinafter called “PROJECT”.

WHEREAS, the TOWN has requested that it be designated as the LEAD AGENCY for the project and will provide the Project Manager; and

WHEREAS, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE and TEXAS TRANSPORTATION CODE ARTICLE 251 provides authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road or street projects.

NOW THEREFORE THIS PSA is made by and entered into by the TOWN, and the COUNTY, for the mutual consideration stated herein.

WITNESSETH

ARTICLE I.
PROJECT SUPPLEMENTAL AGREEMENT

This PSA is to specifically identify the PROJECT, changes in the rights and responsibilities of each of the parties as set forth in the MASTER AGREEMENT and additions thereto as incorporated herein. This PSA will be an addition to the MASTER AGREEMENT and incorporate each of its terms and conditions. All terms of the MASTER AGREEMENT remain in full force and effect except as modified herein. In the event of any conflict between the MASTER AGREEMENT and this PSA, this PSA shall control.

ARTICLE II
INCORPORATED DOCUMENTS

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

PSA-Town of Highland Park for Beverly Drive
WCIP 13/07
1. MASTER AGREEMENT authorized by County Commissioners Court Order 2007-635 dated March 20, 2007, and additions thereto as incorporated herein.

2. Project Scoping Sheets, as shown in ATTACHMENT “A”.

3. CURRENT COST ESTIMATES, FUNDING SOURCES AND TIMING, as shown in ATTACHMENT “B”.

4. PROPOSED PROJECT SCHEDULE, as shown in ATTACHMENT “C”.

ARTICLE III
TERM OF AGREEMENT

This PSA becomes effective when signed by the last party who’s signing makes the respective agreement fully executed (The “Effective Date”) and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the MASTER AGREEMENT, Article IV, Section 1, Termination.

ARTICLE IV
PROJECT DESCRIPTION

This PSA is entered into by the parties for public transportation improvements to Beverly Drive MCIP Project 13102 from Westside Drive to Airline Road as more specifically described in ATTACHMENT “A”, Project Scoping Sheets. This project will facilitate the movement of public transportation to benefit both the TOWN and COUNTY. The TOWN has and hereby does give its approval for expenditure of COUNTY funds for the construction, improvement, maintenance, or repair or a street located within the municipality.

Article V
FISCAL FUNDING

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of COUNTY funding for each item and obligation contained herein. TOWN shall have no right of action against the COUNTY as regards this PSA, specifically including any funding by COUNTY of the Project in the event that the COUNTY is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the COUNTY, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of TOWN funding for each item and obligation contained herein. COUNTY shall have no right of action against the TOWN as regards this PSA, specifically including any funding by TOWN of the PROJECT in the event that the TOWN is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future
fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the TOWN, as its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

ARTICLE VI
AGREEMENTS
COUNTY AND TOWN DO COVENANT AND AGREE AS FOLLOWS

1. TOWN will be the LEAD AGENCY for the PROJECT from commencement of planning to completion of construction. TOWN and COUNTY mutually agree that the PROJECT limits are as follows: Beverly Drive from Westside Drive to Airline Road.

2. The agreed upon STANDARD BASIC PROJECT DESIGN for the project is as defined in the Project Scoping Sheets, ATTACHMENT "A". Such design shall be the STANDARD BASIC PROJECT DESIGN for the PROJECT and specifically does not include PAVING and DRAINAGE AMENITIES or UTILITY BETTERMENTS as defined in the MASTER AGREEMENT.

3. The PROJECT will not require the acquisition of road right-of-way.

ARTICLE VII
TOWN COVENANTS AND AGREES AS FOLLOWS

1. To execute the necessary agreements for the implementation of design and construction of the PROJECT mutually agreed upon and incorporated herein by this PSA.

2. This PSA is the TOWN’s approval of: (i) the preferred alignment, (ii) the proposed estimated budget and funding as shown in the CURRENT COST ESTIMATES AND FUNDING SOURCES, ATTACHMENT “B”, and it is a commitment to meet PROJECT funding for each milestone.

3. If the TOWN requests COUNTY to add the relocation or adjustment of TOWN UTILITIES or UTILITY BETTERMENTS, as defined in the MASTER AGREEMENT, TOWN covenants and agrees that it will pay 100% of the costs of these additions.

4. The TOWN agrees that COUNTY may include any such item as an optional item to the construction bidding. TOWN further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the TOWN shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days. In the event the bid is accepted, TOWN agrees to encumber an amount adequate for the total estimated project costs as indicated in ATTACHMENT “B”. No construction contract or bid for (i) optional paving and drainage amenities, (ii) the relocation or adjustment of TOWN utilities or, (iii) utility betterments, will be accepted without full payment of the bid amount by TOWN. In the event the (i) PAVING and DRAINAGE AMENITIES or (ii) UTILITY BETTERMENTS bid is rejected, it will not be included in the construction contract.

5. This PSA is specifically conditioned upon the TOWN providing supplemental funding.

6. In order to certify compliance with the expenditure of the PROJECT funding for this PSA, the TOWN agrees to furnish to the COUNTY, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets,
deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the TOWN regarding this PSA (records). TOWN contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this PSA. Such records shall be provided to the COUNTY in Dallas County, Texas and available for any audit at any time upon request.

a. The results of any audit may be furnished to TOWN for comment. In the event that any audit shall determine that moneys are owed to COUNTY such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the US Mail, Certified Mail, and Return Receipt Requested.

b. The audit provisions of this agreement shall survive the termination of this agreement until all PROJECT claims to which Dallas County, Texas, is or may be a party, are fully paid or reduced to judgment not subject to appeal and barred by Texas' statutes regarding limitation of actions.

7. TOWN will accomplish all tasks and responsibilities of the LEAD AGENCY as set forth in the MASTER AGREEMENT GOVERNING MAJOR CAPITAL IMPROVEMENT PROJECTS cited above, and as specifically referred to but not limited to in Article I. Definitions, h); Article VII, P.; Article IX, F,G and L.

8. To utilize all funding provided by COUNTY solely for the purpose of construction and plan review for the named PROJECT.

ARTICLE VIII.
COUNTY COVENANTS AND AGREES AS FOLLOWS

COUNTY agrees to participate in the TOWN-led project as a funding participant. COUNTY will retain right to review plans, change orders and amendments during construction.

ARTICLE IX.
FUNDING

1. COUNTY AND TOWN mutually agree to proportionately fund the DIRECT PROJECT and PROGRAM costs as follows.

2. The total PROJECT cost is currently estimated at Three Million, Five Hundred Ninety Eight Thousand, Seven Hundred Dollars and no cents (3,598,700.00).

3. Notwithstanding any provision in the MASTER AGREEMENT, any amendment thereto, if any, this PSA or any other agreement between the parties, COUNTY's total obligation to this PROJECT at this time is to provide funding for this PROJECT in an amount Not To Exceed One Million Dollars and no cents ($1,000,000.00), reduced by all COUNTY in house delivery costs of the total project costs. COUNTY project cost may include all COUNTY project delivery costs including but not limited to preliminary scoping and research, preliminary design services, special services, primary design services, inspection, laboratory services and construction. Modifications to the Scope of Services or other conditions may necessitate a change of fee and further provided that any additional fee is approved by the Dallas County Commissioners Court.

4. The TOWN will be responsible for the estimated PROJECT cost of Two Million Six Hundred Three Thousand Seven Hundred Dollars and no cents ($2,603,700.00). TOWN shall also be responsible for all PROJECT funding costs exceeding the PROJECT cost as shown in
Attachment "B". If the total PROJECT costs should exceed that amount, TOWN agrees to amend the PROJECT'S scope to remain within the current estimated budget or be responsible for all additional PROJECT costs. If the total PROJECT costs are less than the total Project costs as bid by the awarded contractor, the COUNTY's participation will be reduced proportionately to guarantee COUNTY's participation is no more than fifty (50) percent of the PROJECT cost and less than or equal to One Million Dollars and no cents reduced by all County in house delivery cost.

5. TOWN covenants and agrees that it has included PAVING and DRAINAGE AMENITIES,UTILITY BETTERMENTS as defined in the MASTER AGREEMENT, and relocation or adjustment of TOWN UTILITIES in the PROJECT. TOWN and COUNTY agree that TOWN, in addition to the above listed PROJECT costs, shall pay 100% of each item and all additional COUNTY PROJECT COST for the inclusion of such items in the PROJECT or any other items not currently listed within the scope.

6. TOWN agrees to encumber an amount adequate for total estimated project costs as determined prior to the commencement. TOWN shall invoice COUNTY for payment as defined in the CURRENT COST ESTIMATES AND FUNDING SOURCES, ATTACHMENT "B". The COUNTY will pay PROJECT costs as invoiced by the TOWN in accordance with the Texas Prompt Payment Act.

ARTICLE X
MISCELLANEOUS

A. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of TOWN and COUNTY that any entity other than TOWN or COUNTY receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.

B. Applicable Law. This PSA is and shall be expressly subject to the Sovereign Immunity of COUNTY and Governmental Immunity of TOWN, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either TOWN or COUNTY shall be in Dallas County, Texas.

C. Notice. Any notice provided for in this Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, certified, returned receipt requested, or registered addressed as follows:

To County: County of Dallas
                      Director of Public Works
                      Dallas County Administration Building
                      411 Elm Street, Fourth Floor
                      Dallas County, Texas 75202-3389
To Town: Town of Highland Park
Mr. Mehran Dadgostar, P.E.
Town Engineer
4700 Drexel Drive
Highland Park, Texas 75205

Either party may change its address for notice by giving the other party notice thereof.

D. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.

E. Binding Agreement; Parties Bound. This PSA has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns.

F. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.

G. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

H. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.

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

J. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.

K. Entire Agreement. This PSA embodies the complete agreement of the parties, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.

L. Contingent. This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the respective Town Council.
The Town of Highland Park, State of Texas, has executed the Agreement pursuant to duly authorized Town Council Action __________________________ Dated the _______ day of ______, 2010.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number ______ and passed on the ______ day of ______, 20__. 

TOWN OF HIGHLAND PARK

BY ________________________________
William H. Seay, Jr., Mayor

DATE: Sept. 13, 2010

APPROVED AS TO FORM:

[Signature]
Albert D. Hammack
Town Attorney

ATTEST:

[Signature]
Gayle Kirby
TOWN SECRETARY

COUNTY OF DALLAS

BY ________________________________
JIM FOSTER, COUNTY JUDGE

DATE: ______________________________

APPROVED AS TO FORM:

[Signature]
GORDON R. HIKEL
CHIEF, CIVIL SECTION
*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).
ATTACHMENT "B"
Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

CURRENT COST ESTIMATE (6.10.2010), FUNDING SOURCES and TIMING

Project Name: Beverly Dr. from Westside Dr. to Airline Rd. MCIP Project 13102

Phase 1 (From Westside Drive to Preston Road) $1,605,100.00
Phase 2 (From Preston Road to Airline Road) $1,993,600.00

**TOTAL ESTIMATED PROJECT COST** $3,598,700.00

Refer to attached 2 sheets for detailed breakout of estimated costs.

FUNDING SOURCES

Total Funding by County of Dallas County $1,000,000.00
Less not-to-exceed in-house project delivery cost by County $5,000.00
NET COUNTY FUNDS TO PROJECT - CAPPED $995,000.00

ESTIMATED TOWN FUNDS TO PROJECT $2,603,700.00

FUNDING TIMING

County funds shall be disbursed to Town in proportion to the percentage completion of the entire project upon receipt of invoices from Town to County as construction progresses.

13102 Attach B
## TOWN OF HIGHLAND PARK
### BEVERLY DRIVE REHABILITATION

#### PHASE 2
**AIRLINE ROAD TO PRESTON ROAD**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION OF ITEM</th>
<th>UNIT</th>
<th>COST</th>
<th>QUANT.</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3&quot; - 5&quot; Surface Mill</td>
<td>SY</td>
<td>$ 3</td>
<td>18,074</td>
<td>$54,222</td>
</tr>
<tr>
<td>2</td>
<td>Remove concrete base and replace with CTB</td>
<td>SY</td>
<td>$ 35</td>
<td>1</td>
<td>$122,355</td>
</tr>
<tr>
<td>3</td>
<td>New HMAC</td>
<td>SY</td>
<td>$ 12</td>
<td>23,514</td>
<td>$279,768</td>
</tr>
<tr>
<td>4</td>
<td>Replace storm sewer inlets, manholes, and laterals</td>
<td>Lump</td>
<td>$ 281,500</td>
<td>1</td>
<td>$281,500</td>
</tr>
<tr>
<td>5</td>
<td>CIPP for storm sewer main</td>
<td>LF</td>
<td>$ 150</td>
<td>3,560</td>
<td>$534,000</td>
</tr>
<tr>
<td>6</td>
<td>Remove and replace concrete curb and gutter</td>
<td>LF</td>
<td>$ 25</td>
<td>13,988</td>
<td>$349,700</td>
</tr>
<tr>
<td>7</td>
<td>Remove and replace concrete sidewalk</td>
<td>SY</td>
<td>$ 50</td>
<td>6,217</td>
<td>$310,000</td>
</tr>
<tr>
<td>8</td>
<td>Landscape</td>
<td>Lump</td>
<td>$ 50,000</td>
<td>1</td>
<td>$50,000</td>
</tr>
<tr>
<td>9</td>
<td>Miscellaneous (striping, markers, signage)</td>
<td>Lump</td>
<td>$ 15,000</td>
<td>1</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

### ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

$1,993,585.00

### Remarks:

1. The existing asphalt depth varies 3" - 5" over the existing concrete/subbase. The aged HMAC contains fabric in some areas.

2. The existing concrete base has aged and cracked in many areas. This makes it very difficult to make a good joint with the new concrete. The damaged concrete base shall be removed and replaced with reinforced concrete or cement treated base (CTB).

3. The new HMAC is proposed to be about 3 inches of Type "B" plus 3 inches of Type "D".

4. The existing storm drain system connected to the inlets along Beverly Drive is allowing infiltration into the system. Therefore, fine soil is washing into the pipes causing road surface depressions, cavities, and failures in many locations.

5. The existing curb and gutter is not draining properly in many locations. In many areas the gutter is draining toward the asphalt joint versus draining toward the curb. Prolonged drainage along the joint will allow water to infiltrate and erode and damage the subgrade.

6. The cross slope of the existing sidewalk is excessive in many areas and does not meet the Americans with Disability Act (ADA) minimum standard of 2%.

7. The landscaping will consist of restoring the areas in the parkway that are damaged by the construction of the curb and gutter and sidewalk.
## TOWN OF HIGHLAND PARK
### BEVERLY DRIVE REHABILITATION

#### PHASE 1
PRESTON ROAD TO WESTSIDE DRIVE

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION OF ITEM</th>
<th>UNIT</th>
<th>COST</th>
<th>QUANT.</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3&quot; - 5&quot; Surface Mill</td>
<td>SY</td>
<td>$  3</td>
<td>15,180</td>
<td>$45,540.00</td>
</tr>
<tr>
<td>2</td>
<td>Remove concrete base and replace with CTB</td>
<td>SY</td>
<td>$ 35</td>
<td>18,192</td>
<td>$588,720.00</td>
</tr>
<tr>
<td>3</td>
<td>HMAC Type &quot;D&quot;</td>
<td>SY</td>
<td>$ 12</td>
<td>15,180</td>
<td>$182,180.00</td>
</tr>
<tr>
<td>4</td>
<td>Replace storm sewer inlets, manholes, and laterals</td>
<td>Lump</td>
<td>$121,050</td>
<td>1</td>
<td>$121,050.00</td>
</tr>
<tr>
<td>5</td>
<td>CIPP for storm sewer main</td>
<td>LF</td>
<td>$ 160</td>
<td>1,330</td>
<td>$199,600.00</td>
</tr>
<tr>
<td>6</td>
<td>Remove and replace concrete curb and gutter</td>
<td>LF</td>
<td>$ 25</td>
<td>9,108</td>
<td>$227,700.00</td>
</tr>
<tr>
<td>7</td>
<td>Remove and replace concrete sidewalk</td>
<td>SY</td>
<td>$ 50</td>
<td>4,048</td>
<td>$202,400.00</td>
</tr>
<tr>
<td>8</td>
<td>Landscape</td>
<td>Lump</td>
<td>$ 50,000</td>
<td>1</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>9</td>
<td>Miscellaneous (striping, markers, signage)</td>
<td>Lump</td>
<td>$ 10,000</td>
<td>1</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST $1,665,070.00

### Remarks:
1. The existing asphalt depth varies 3" - 5" over the existing concrete/subbase. The aged HMAC contains fabric in some areas.
2. The existing concrete base has aged and cracked in many areas. This makes it very difficult to make a good joint with the new concrete. The damaged concrete base shall be removed and replaced with reinforced concrete or cement treated base (CTB).
3. The new HMAC is proposed to be about 3 inches of Type "B" plus 3 inches of Type "D".
4. The existing storm drain system connected to the inlets along Beverly Drive is allowing infiltration into the system. Therefore, fine soil is washing into the pipes causing road surface depressions, cavities, and failures in many locations.
5. The existing curb and gutter is not draining properly in many locations. In many areas the gutter is draining toward the asphalt joint versus draining toward the curb. Prolonged drainage along the joint will allow water to infiltrate and erode and damage the subgrade.
6. The cross slope of the existing sidewalk is excessive in many areas and does not meet the Americans with Disability Act (ADA) minimum standard of 2%.
7. The landscaping will consist of restoring the areas in the parkway that are damaged by the construction of the curb and gutter and sidewalk.
September 28, 2010

TO: Commissioners Court

FROM: Ryan Brown, Budget Officer

SUBJECT: Cell phones and Pagers

As part of the FY2011 Budget all County funded cell phones, pagers, air cards and cell phone allowances were to be discontinued effective October 1, 2010. As part of the process to implement this policy change all departments were notified several times about the policy change. On September 21, 2010 the following broadcast e-mail was sent:

In the 2011 budget approved in Court this morning, all County-funded cell phones and pagers were deleted. Departments with justification for maintaining their cell phones and/or pagers should submit that justification to the Office and Budget & Evaluation as soon as possible.

Unless otherwise approved, service for all County-funded cell phones and pagers will be disconnected September 30, 2010. Disconnected phones and pagers should be turned in to County Operations, room 750, George Allen Courts Building, no later than October 7, 2010.

In response to this request the following departments have submitted requests to keep cell phones and pagers assigned to their departments. The Departmental requests are attached. The Office of Budget and Evaluation does not recommend any of the listed requests. The employees will either have to use their personal cell phone for emergency’s or will not be able to be reached until they return to a land line.

Facilities – Facilities has requested to maintain 68 pagers at a cost of $2,040/year. The pagers are used to allow maintenance personnel to be contacted while at the job site or after hours. In addition, Facilities has requested to maintain 20 cell phones at a cost of $4,560/year. The cell phones are used to contact key personnel critical to maintaining communications systems, fleet operations and facilities.

Building Security – Building Security has requested to maintain the cell phone assigned to each of the Chief of Security and Assistant Chief of Security. The two cell phones cost the County $690/year (one $44.99 per month and one $9.99 + .11 cents a minute plans). Building Security is requesting to maintain the cell phones since the Chief is on call 24 hours a day and the Assistant Chief is required to be available frequently.
Veterans Service – Veterans Service has requested to maintain the three cell phones assigned to the Department at an annual cost of $720 (one $34.99 per month and two $9.99 + .11 cents a minute plans). The department is requesting to keep the phones due to the security it provides to the Veterans Service Officers while in the field.

Public Service Program – Public Service Program has requested to keep two cell phones assigned to the department at an annual cost of $960 (one $44.99 per month and one $34.99 per month). The department is requesting to keep the phones due to the Public Service Program Coordinator being on call 24 hours a day.

Road and Bridge #3 – Road and Bridge #3 has requested to keep two cell phones assigned to the department at an annual cost of $1,080 (two plans at $44.99 per month). The department is requesting to keep the phones due to the amount of time the Superintendent and Road Manager spent out in the field.
FW: Operations - justification for maintaining pagers and cell phones

Chris Thompson

Sent: Wednesday, September 22, 2010 12:44 PM
To: Ryan Brown

Pagers – pagers have been eliminated in all departments except Facilities Management. Those remaining are required for two key reasons:

(1) After hour notifications – staffing is no longer sufficient to maintain a 24 hour presence. It is imperative to be able to contact personnel after hours in the event of an emergency or urgent maintenance situation.

(2) Contact during shift – maintenance personnel are issued work orders at the beginning of a shift. If priorities arise, these personnel are paged in order to redeploy them.

As such, pagers are a force multiplier, allowing us to contact and redirect personnel as maintenance issues arise. We cannot maintain the number of facilities we have without an effective means of contacting personnel.

Cost to maintain pagers is $170 per month.

Cell Phones – the use of cell phones is closely monitored. Phones are currently assigned as follows:

Director
Key Supervisory Personnel
  Maintenance Manager
  Manager Supervisors
Critical Staff Positions
  Radio Manager
  Telecommunications Manager
  Key and Lock Technician
  Telecommunications Technician
  ASC On-call Service Technician
Emergency
  One assigned to each facility for late shift personnel to carry during rounds
Utility Coordinator

Being able to quickly contact key personnel is critical to maintaining communication systems, fleet operations and facilities.

Cost to maintain cell phone is $380 per month.
Justification for Cellular Telephones/Pagers

22 September 2010

The Dallas County Security Department currently utilizes two cellular telephones (for the Chief and Assistant Chief) and five pagers. As the Chief Security Officer position formally requires 24-hour on-call access from every department in Dallas County, it is vital that the Chief maintain this mode of communication. Additionally, although the Assistant Chief is not formally required to be on-call 24 hours a day, the structure of the Department in regards to chain of command necessitate the Assistant Chief to be available at all times. The Chief and Assistant Chief positions are highly visible and must be highly accessible. Each of us get calls and emails at any hour and must be available to respond if the situation demands.

Both Assistant Chief Soward and I have personal mobile phones but each are on limited minute plans and Assistant Chief Soward’s phone does not have email capability. Further, I suspect one would be much more reluctant to provide his/her personal telephone number to the amount of people required by our positions than they would a County-supported telephone number.

The five pagers used by the Security Department are not necessarily vital to our operation and, therefore, can be eliminated.

Please feel free to direct any questions or comments regarding this justification to Benjamin White, Chief of Security (214) 208-9128.

Sincerely,

Benjamin White, Chief of Security
Dallas County Office of Security and Emergency Management

509 Main Street, Suite 300; Dallas, Texas 75202
214-653-7980 • Fax 214-653-7988
Per the attached email, the following justification is submitted.

For this office, cell phones provide security to the service officer who may be out in the field, also provide connectivity to the office when away and allows clients to make contact for needed assistance.

As a service agency, my staff and I frequently participate/attend community events throughout Dallas County. In addition, for those clients who are shut in or who are physically unable to come to our office for assistance, we do provide home visits.

Unfortunately, with the world as it is today, we take a risk in providing these field services, because we never really know the type of person we'll be encountering at these visits or their state of mind, nor do we know how safe the area is that we'll be visiting.

Thank you for your assistance in this matter.

Tracy Little
Director, Veteran Services
2377 N. Stemmons Fwy, Ste 631
Dallas, TX 75207
214-819-1886
214-819-2880 fax

In the 2011 budget approved in Court this morning, all County-funded cell phones and pagers were deleted. Departments with justification for maintaining their cell phones and/or pagers should submit that justification to the Office and Budget & Evaluation as soon as possible.

Unless otherwise approved, service for all County-funded cell phones and pagers will be disconnected September 30, 2010. Disconnected phones and pagers should be turned in to County Operations, room 750, George Allen Courts Building, no later than October 7, 2010.
Cell Phones

Steven Mize

Sent: Wednesday, September 22, 2010 11:29 AM
To: Ryan Brown; John Wiley Price
Cc: Roger Miller

I am basically on call 24/7 to take care of emergencies at any time. I have conducted county business while on vacation in Fairbanks Alaska, New England and Washington D.C. and other times while on vacation. It does not bother me it is part of the job. Many times on a moment's notice we have to do some emergency for various departments such as Health and Human Services, Homeland Security, i.e. hurricane Katrina and Ike and as resent as two weeks ago when rain was pouring back into the Records building within minutes notice we started making sand bags and loading the skid loader to help solve the problem. On numerous occasions had it not been for the use of cell phones a lot of task could not be taken care of in such a timely matter. It also allows us to stay in the field longer instead of coming back into the office and play phone tag on messages. I consider cell phones to be a necessary tool to be used to enhance our job performance and production.
Cell phones

Roger Miller

Sent: Wednesday, September 22, 2010 2:38 PM
To: Ryan Brown; John Wiley Price
Cc: Steven Mize

Road & Bridge # 3 request to continue to fund the three cell phones used by the superintendent, Road Manager and Public Service Program. Funding will be generated by revenue from projects with in our Cities and reimbursement for work performed in other departments and bridge maintenance. These phones are used through out the day to communicate with our cities, other departments and material venders. 80 % of our regular working hours is out of the offices with out access to regular telephones. The coordination and production within our current and future projects are highly dependent on constant communication with our partners, venders and employee's, including after hours Some departments still have vehicles without radio’s

These phones help to ensure the resorces of Road and Bridge # 3 can be available ASAP as needed by all department and cities in all types of PUBLIC SAFETY ISSUE’S 24-7 from any where.
September 28, 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 and 2010. 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 September 28, 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 IV, position #362 working in the Child Abuse Division and an Assistant District Attorney I, position #3427 working in the Misdemeanor Division 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 $41,355 in savings opportunity.

County Clerk – The County Clerk’s office desires to notify Commissioners Court of their intent to hire a Clerk III, grade 7, position #4384 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 $8,911 in savings opportunity.
September 15, 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 Statutes**

**County Clerk** – requests approval for the following:

Emily Glidewell (Truancy Court Supervisor) to attend the Texas Association of Counties Annual Conference in Austin, Texas from September 1-3, 2010. The estimated amount requested is $75 for reimbursement. Funds are available in County Clerk Records Management Fund.

John Warren (County Clerk) and Kristy Smith (Courts Operation Manager) to attend Judicial Committee on Information Technology in Austin, Texas from September 16 – 17, 2010. The estimated amount requested for reimbursement is $543.96, which includes $195.66 for mileage, $278.30 for hotel, and $70 for food. Funds are available in County Clerk Records Management Fund.

**District Clerk** – requests approval for Gary Fitzsimmons (District Clerk) to attend the Judicial Committee on Information Technology in Austin, Texas on September 17, 2010. The requested reimbursement is for mileage roundtrip in the amount of $194. Funds are available in District Clerk Records Management Fund.
Elected Officials/Departments requesting Conference/Travel/Training approval for funds that have Commissioners Court authority

Institute of Forensic Sciences – requests approval for Erin Spargo, Chris Heartsill, Aria McCall, Justin Schwane, Brittany Welch, and Heidi Christensen to attend a workshop on Current Topics in Forensic Sciences including training on LC/MS/MS/pharmacogenomics, postmortem ethanol concentration, and cannabinoids analogs in October 5, 2010 in Oklahoma City, OK. A County vehicle with a gas credit card will be used.

Texas Cooperative Extension – requests approval to reimburse Doug Andrews for registration fees in the amount of $15. Mr. Andrews attended the Annual Fall Faculty Conference in Dallas, Texas in August 2010. Funds are available in DDA.

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

Health and Human Services - requests the following:

a) LaShonda Worthey, Kay Caddell, and Janina Daniels 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 $930, which includes airfare ($750) and baggage fees ($180). 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.

e) Connie Dunlap, Patricia Ochieng, Rosa Castilla, and Chao-Ying Wang to attend Quality Health Care for Culturally Diverse Populations in Baltimore, Maryland from October 17 – 21, 2010 for a total estimated amount of $7,520.60, which includes airfare ($2,245.60), hotel ($2,200), food ($800), ground transportation ($220), registration fees ($1,775) and baggage fees ($200). Funding is available in TB Refugee grant (#8702).

f) Jamala Maye, Yana Brown, Blut Soe and Sharon Cahill to attend 2010 National Refugee and Immigrant Conference in Chicago, Illinois from October 6 -8, 2010 for an estimated amount of $6,305.60, which includes airfare ($2,245.60), hotel ($2,000), food ($600), ground transportation ($220), registration fees ($1,000) and baggage fees ($200). Funding is available in TB Refugee grant (#8702).

g) Nikita Phillips and Latoya Miles to attend the Texas/Louisiana Ryan White Part A/B Grantee meeting in Houston, Texas from November 11 – 14, 2010 for an estimated cost of $1,075, which includes airfare ($480), mileage ($30), hotel ($256), food ($140), ground transportation ($140), and baggage fees ($30). Funding is available in R-W grant
h) Felton, Stevens Jr. to attend the Planner’s Network Meeting in Lubbock, Texas from October 27 – 29, 2010 for an estimated cost of $711.60 which includes airfare ($302), hotel ($192.10), food ($70), ground transportation ($70), and parking ($55). Funding is available in R-W grant (#65502).

i) Norma Piel-Brown, Mitos Llauder and Crystee Cooper-Walton to attend the Texas/Louisiana Ryan White Part A/B Grantee meeting in Houston, Texas from November 11 – 12, 2010 for an estimated cost of $1,524, which includes auto mileage ($1,089), hotel ($420), food ($165), and parking ($150). Funding is available in R-W grant (#65502).

j) Marcelino Rendon and Benito Calderon to attend the Annual TB Clinical Records Conference Workshop in San Antonio, Texas from October 12 – 14, 2010 for an estimated cost of $984, which includes auto mileage ($309), hotel ($500), food ($140), and parking ($35). Funding is available in TB Prevention and Control grant (#8701).

k) Susan Kent and Laura Gomez to attend the TB Program Managers Meeting in San Antonio, Texas October 11 – 13, 2010 for an estimated cost of $954, which includes auto mileage ($309), hotel ($500), food ($110), and parking ($35). Funding is available in TB Prevention and Control grant (#8701).

l) Daniel Araiza to attend the Community Action Association of Region VI Annual Conference in Austin, Texas from October 19 – 22, 2010 for an estimated cost of $785 which includes hotel ($375), food ($110), registration fees ($200), and parking/gas ($100). Funding is available in WAP grant (#8502).

m) Delores Lacy to attend the 17th Annual Community Affairs Training Conference in Austin, Texas from August 25 – 27, 2010 for an estimated cost of $565 which includes transportation ($100), hotel ($300), food ($105), and registration fees ($60). Funding is available in CEAP grant (#8301).

n) Permission to take the STD/HIV Dallas Medical Mobile Unit to Jasper, Texas for repairs on September 21, 2010 – October 21, 2010. The Mobile Specialty Vehicles will be transporting and returning the van back to Dallas County. Funds are available in the VD Epidemiology grant #8706.
September 28, 2010

MISCELLANEOUS

1) **PLANNING & DEVELOPMENT** – requests approval to enter into an interlocal agreement with the City of Cedar Hill for the development of the Red Oak Creek Trail. City will be responsible for designing, building, owning, and maintaining the two-to-three mile trail which will be the first major trail in the city and in the County’s far southwestern corner. County will be responsible for approving the design, monitoring construction, and providing $2.5 million from the County’s FY2011 major capital improvement program budget.

2) **HEALTH & HUMAN SERVICES** – requests approval:
   a) for the County Treasurer Joe Wells to release payroll for the Texas Department of State Health Services Document No. 2010-033371-001A, Refugee for the months of October, November and December 2010.  
      (COURT ORDER ON FORMAL AGENDA)
   b) to cancel Grant #8404. The Health & Human Services/Older Adult Services Program previously requested a separate grant account to accommodate the receipt of additional funds for temporary meals that would be provided to site sponsors. The Dallas Area Agency on Aging determined that a separate contract was not necessary for the department to receive additional funds.
   c) for payment of all operating expenses of the Senior Center Operations, Congregate Meals and Transportation programs beginning October 1, 2010 until final contracts are received from the Dallas Area Agency on Aging.

3) **PURCHASING** – requests approval to waive the County Purchasing limit of $25,000 to allow payments to be made to Dallas Morning News for services associated with placement of ads for Human Resources/Civil Service for the posting of classified ads related to general notification of the County’s employment website, Detention Officer job postings/Sheriff Career Day and hard to fill departmental positions (i.e. Medical Examiner).

4) **SHERIFF (AUTO THEFT TASKFORCE)** – requests approval for the County to self-insure two new Ford F150 pickup trucks purchased with Auto Theft Taskforce grant funds. Dallas County will be reimbursed $137.50 monthly for each vehicle as we are currently for the other 5 vehicles insured by the County. Dallas County will recognize $3,300 in additional revenue from the grant for providing the insurance. Total revenue for the 7 vehicles will be $11,550 for FY2011.
### MISCELLANEOUS EQUIPMENT

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Department/Expense</th>
<th>Estimated Cost</th>
<th>Funding Source</th>
<th>Expenditure Source</th>
<th>Proposed Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Sheriff - Communication</td>
<td>6 - Plantronics Wireless Headset ($450 each) 4 - Replacement Push to Talk Remote ($240 each) 6 - Replacement Batteries ($50 each) 30 - Wideband Headset ($70 each) 3 - Plantronics Training Cord ($40 each)</td>
<td>$6,180</td>
<td>Federal Forfeiture</td>
<td>532.0.2090.0.0.91002</td>
</tr>
</tbody>
</table>

### TELECOMMUNICATIONS

**Criminal District Court/Magistrate** - M-1009018 – requests a single line instrument to replace privately owned phone. Equipment $43.00; Installation $0.00; Recurring Cost $0.00 – **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.