DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

February 16, 2010

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   • County Auditor – Bid Contracts – Insurance Exceptions as of February 10,
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   • Purchasing
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FIVE SIGNATURE DOCUMENT(s) FOR CONSIDERATION

Minister’s Letter of Appreciation

Letters to Sheriff, Constables, Tax Assessor/Collector, Department Heads and Road Superintendents

DATES TO REMEMBER

No Dates to Remember
TO: COMMISSIONERS COURT

FROM: ZACHARY THOMPSON, DIRECTOR

DATE: FEBRUARY 16, 2010

SUBJECT: 2010 RELIANT ENERGY CARE PROGRAM

BACKGROUND
Dallas County Health and Human Services (DCHHS) has received a Letter Agreement for Reliant Energy Retail Services, LLC CARE Program ("CARE"), from Reliant Energy. The Agreement stipulates that on or before March 31, 2010, Reliant Energy will contribute $17,500 to DCHHS in support of the 2010 Reliant Energy CARE Program. An additional contribution payment in the amount of $17,500 will be made to DCHHS on or before June 30, 2010. This funding is to provide energy assistance payments to Reliant Energy customers with an active account under the CARE program.

IMPACT ON DALLAS COUNTY STRATEGIC PLAN
The 2010 Reliant Energy CARE program is in compliance with Vision 2: Dallas County is a Health Community; Strategy 2.1, Provide exceptional disease prevention, health promotion and Human Service programs to the citizens of Dallas County, as contained in the Dallas County Strategic Plan.

RECOMMENDATION
It is recommended that the Commissioners Court approve the Letter of Agreement from Reliant Energy for the 2010 Reliant Retail Services, LLC CARE Program ("CARE") with Dallas County Health and Human Services, in the amount of $35,000, for the provision of energy assistance payments to Reliant Energy customers.

RECOMMENDED BY: Zachary Thompson, Director

Attachment
C: Darryl Martin, Court Administrator
Virginia Porter, County Auditor
February 5, 2010

Dallas County Department of Health & Human Services
Attn: Zachary Thompson, Executive Director
2377 Stemmons Fwy Suite 601
Dallas, Texas 75207

Re: Letter Agreement for Reliant Energy Retail Services, LLC CARE Program
(“CARE”)

Dear Mr. Thompson:

Reliant Energy Retail Services, LLC (Reliant Energy) is a certified Retail Electric Provider serving residential customers in Dallas County is required to establish and maintain an energy assistance program in accordance with the rules and regulations of the Public Utility Commission of Texas. Dallas County Department of Health & Human Services (DCDOHHS) is an established nonprofit organization that has a proven record of managing energy assistance and heat relief programs and is capable of processing Reliant Energy’s customer payment assistance in an efficient, effective manner. On or before March 31, 2010, Reliant Energy will contribute $17,500.00 to Dallas County Department of Health & Human Services (DCDOHHS) in support of the 2010 Reliant Energy CARE Program. An additional contribution payment in the amount of $17,500.00 will be made to Dallas County Department of Health & Human Services (DCDOHHS) on or before June 30, 2010. The purpose of these contributions is to provide funding for energy assistance payments to Reliant Energy customers under the CARE program.

The funds contributed to Dallas County Department of Health & Human Services (DCDOHHS) for energy assistance payments must be deposited in a depository bank account held in trust for Reliant Energy. Dallas County Department of Health & Human Services (DCDOHHS) will not discriminate during the distribution of CARE funds because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, and location of customer in an economically distressed geographic area. Dallas County Department of Health & Human Services (DCDOHHS) will accept enrollment applications from potential clients and qualify Reliant Energy customers as eligible recipients in accordance with the following Reliant Energy CARE Program qualifications:

1. Each Dallas County Department of Health & Human Services (DCDOHHS) client recipient of CARE contributions must be a Reliant Energy customer with an active account.
2. The Dallas County Department of Health & Human Services (DCDOHHS) client recipient name must match the Reliant Energy customer account name.
3. All Dallas County Department of Health & Human Services (DCDOHHS) client recipients of CARE contributions are eligible for a one time annual payment in an amount not to exceed $300 in accordance with the Dallas County Department of Health & Human Services (DCDOHHS)’s hardship criteria or the recipient may receive multiple Assistance payments on their account as long as the cumulative amount does not exceed the maximum annual payment limit of $300.
Letter of Agreement for Reliant Energy Retail Services, LLC CARE Program

Dallas County Department of Health & Human Services (DCDOHHS) will submit a monthly report to Reliant Energy on or before the last day of each month until the entire contribution fund balances is depleted. Reports should be submitted for all months even if funds were not distributed. The monthly reports should be submitted to the Reliant Energy Agency Desk before the 10th of each month. All funds that are not utilized or pledged to provide assistance to qualifying Reliant customers by December 31, 2010, can rollover to the following year. Dallas County Department of Health & Human Services (DCDOHHS) must also comply the CARE Program Guidelines outlined in Attachment A. Dallas County Department of Health & Human Services (DCDOHHS) will keep records of all transactions relating to the distribution of Reliant Energy CARE contributions for a period of 2 year(s) and will allow Reliant Energy full access during normal business hours to inspect, audit or reproduce any and all such records and books of Dallas County Department of Health & Human Services (DCDOHHS) related to this agreement.

Reliant Energy can terminate this agreement at any time during the year by providing 30 days advance written notice to Dallas County Department of Health & Human Services (DCDOHHS). In the event this agreement is terminated, Dallas County Department of Health & Human Services (DCDOHHS) must comply with the directions contained in the notice and take any necessary action to terminate the work under this agreement. To acknowledge your agreement to and acceptance of the terms and conditions outlined in this letter and Attachment A, please sign below on both letters. Keep one copy of your records and return one letter to Reliant Energy. If you have any questions, you can contact Grenda Monroe at 713-488-5430 or Misty White 713-497-2622.

Sincerely,

Tracy Carmen-Jones
Vice President Community & Involvement

AGREED AND ACCEPTED:

Dallas County Department of Health & Human Services

By: ____________________________

Zachary Thompson, Executive Director

Date: ____________________________
EXHIBIT A

1. Each Dallas County Department of Health & Human Services recipient of CARE contributions must be a Reliant Energy customer with an active account.

2. The Dallas County Department of Health & Human Services client recipient name must match the Reliant Energy customer name.

3. All Dallas County Department of Health & Human Service client recipients of CARE contributions are eligible for a maximum annual payment not to exceed $300. The assistance payment may be a one-time payment of up to $300 in accordance with the agency hardship criteria or the recipient may receive multiple assistance payments as long as the annual total does not exceed the maximum $300 limit.
EXHIBIT B
CARE Program Guidelines and Information

In an effort to implement the CARE Program efficiently, Reliant Energy provides important guidelines and information that will assist you in administering the Program. Please distribute and discuss these guidelines in a training session with all volunteers and staff.

Reliant Energy Contact Information

- Grenda Monroe (Agency Desk) 713-488-5430

How the Program Works

- Agency qualifies active Reliant Energy customer
- Agency contacts Reliant Energy Agency Desk via phone or fax to make an inquiry or pledge on behalf of the customer
- Agency remits payment to Reliant Energy (address provided below) and include documentation that denotes CARE payment --see attached example
- Payment should be remitted within 30-45 days from the pledge date
- Agency sends to Reliant Energy a monthly report via fax or email recording activity and balance of funds at the end of each Month or no later than the 10th day of the following month (report form provided)

Standard Payment Remittance Address

Reliant Energy Retail Services, LLC
P. O. Box 1046
Houston, Texas 77251-1046
Attn: CARE, Special Services

Electronic Payment Information

If your agency is interested in setting up an electronic payment process via EFT (Electronic Funds Transfer), contact Levas Johnson at lajohnson@reliant.com or call 713-497-4555.

Monthly Reporting Requirements

Prepare attached monthly report form and fax or email to:

Grenda Monroe, Reliant Energy, gmonroe@reliant.com, fax 713-488-5469 or toll-free fax 1-866-367-0343.
TO: THE HONORABLE COMMISSIONERS COURT
FROM: ZACHARY S. THOMPSON, DIRECTOR
DALLAS COUNTY HEALTH AND HUMAN SERVICES
DATE: FEBRUARY 16, 2010
SUBJECT: REALLOCATED FY 2009 RYAN WHITE CARE TREATMENT MODERNIZATION ACT PART A SUPPLEMENTAL CONTRACT AWARDS

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

Due to the inability of some service providers to fully spend their contract award, Part A Supplemental funds in the amount of $137,313, are available for reallocation. On January 8, 2010, DCHHS issued a one-page request for proposals (RFP) for reallocated Part A Supplemental funds. An internal review committee (IRC) was convened to review all the proposals from the one-page RFP and make award recommendations. DCHHS has reviewed the award recommendations and is recommending the approval of Part A Supplemental contract awards in the amount of $137,313, as presented in Attachment A.

Fiscal Impact
There is no fiscal impact to Dallas County.

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

Legal Impact
The Dallas County Commissioners Court must approve the award recommendations and authorize the County Judge to sign the contract amendments on behalf of Dallas County.
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 DCHHS is the designated Administrative Agency for the Ryan White Treatment Modernization Act Part A-Minority AIDS Initiative (MAI), grant. The FY 2009 Ryan White Part A Supplemental grant directly supports a regional indigent medical and mental healthcare network for those impacted by HIV/AIDS.

Recommendation
It is recommended that the Dallas County Commissioners Court approve the award of reallocated FY 2009 Ryan White Treatment Modernization Act Part A Supplemental funds in the amount of $137,313, as presented in Attachment A, and authorize the County Judge to sign the contract amendments with the specific service providers on behalf of Dallas County.

RECOMMENDED BY:

Zachary Thompson, Director

Attachment
C: Darryl Martin, Court Administrator
Virginia Porter, County Auditor
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<th>AGENCY</th>
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TO: COMMISSIONERS COURT  
FROM: ZACHARY THOMPSON, DIRECTOR  
DATE: FEBRUARY 16, 2010  
SUBJECT: 2010 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) CONTRACT

BACKGROUND  
The Texas Department of Housing and Community Affairs has notified Dallas County Health and Human Services of the FY 2010 Comprehensive Energy Assistance Program (CEAP). Contract No. 58100000838 is for the amount of $8,707,520, and is effective January 1, 2010 to December 31, 2010.

FINANCIAL IMPACT  
Of the program funds, $710,720 is available for administrative costs, $531,269 for assurance activities, $7,464,331 for direct client services, including support services, and $1,200 for training travel allowance. There is no financial impact to Dallas County.

OPERATIONAL IMPACT  
There is no operational impact to Dallas County from this contract. Funding for four (4) new Eligibility Referral Specialists has been included in the budget. Administrative funds earned through the program may be utilized to purchase special equipment and vehicles as needed to further objectives of the program. There is no operational impact to Dallas County.

LEGAL IMPACT  
There is no legal impact to Dallas County. TDHCA will execute the FY2010 CEAP contracts electronically.

RECOMMENDATION  
It is recommended that the Commissioners Court approve the FY 2010 Comprehensive Energy Assistance Program (CEAP) Contract, No. 58100000838, in the amount of $8,707,520, effective January 1, 2010 through December 31, 2010, authorize the new positions under the Contract, and approve the budget for the 2010 program year.

RECOMMENDED BY: Zachary Thompson, Director

Attachment  
C: Darryl Martin, Court Administrator  
Virginia Porter, County Auditor

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SECTION 1. PARTIES TO THE CONTRACT

This contract is made by and between the Texas Department of Housing and Community Affairs (the "Department"), an agency of the State of Texas and Dallas County Department of Health and Human Services (the "Subrecipient").

SECTION 2. CONTRACT PERIOD

The period for performance of this contract, unless earlier terminated, is January 01, 2010 through December 31, 2010.

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, on an equitable basis throughout its service area, operate a Comprehensive Energy Assistance Program, (the "CEAP"), in accordance with the terms of this contract and all applicable state and federal regulations. Subrecipient shall assist low-income persons, with priority being given to elderly, persons with disabilities, households with young children under 6 years of age, households with high energy burden and households with high energy consumption. Subrecipient shall provide services in relation to the current census demographics for age, income, and ethnicity for Subrecipient's service area. Subrecipient shall implement the CEAP in accordance with the Low-Income Home Energy Assistance Act of 1981, as amended, 42 U.S.C. Sec. 8621 et seq., (the "LIHEAP Act" Public Law 97-35), Texas Administrative Code (10 TAC chapter 5) and the LIHEAP State Plan. Services shall include the following categories of assistance: Energy Crisis, Co-Payment, Elderly and Disabled, and Heating/Cooling Systems as well as LIHEAP Assurance 16 activities, as further specified in the Budget (Attachment A).

SECTION 4. DEPARTMENT OBLIGATIONS

A. Measure of Liability

In consideration of Subrecipient's satisfactory performance of this contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified in Attachment A of this contract. Any decision to obligate additional funds or deobligate funds shall be made by Department based upon factors including, but not limited to: the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the parties, and Subrecipient's overall compliance with the terms of this contract.

1. Department's obligations under this contract are contingent upon the actual receipt of funds from the U.S. Department of Health and Human Services and the State of Texas. Department acknowledges that it has received obligations from those sources, which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this contract.

2. Department is not liable for any cost incurred by Subrecipient which:
   a. is subject to reimbursement by a source other than Department;
   b. is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this contract;
   c. is not reported to Department on a Monthly Funding/Financial/Performance Report within sixty (60) days following the termination of the Contract Period; or,
   d. is not incurred during the Contract Period.
   e. is incurred for the purchase or permanent improvement of real property (other than low-cost residential weatherization or other energy-related home repairs).

B. Limits of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of $8,707,520.00.
SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Each month, Subrecipient may request an advance payment by electronically submitting to Department at its offices in Travis County, Texas, no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, a properly completed Funding Report for an amount not to exceed Subrecipient’s actual cash needs for the month for which such advance is sought.

B. Subrecipient’s requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this contract. The timing and amount of cash advances shall be as close as administratively feasible to the actual disbursement by the Subrecipient for direct program costs and the proportionate share of any allowable indirect costs. Subrecipient shall establish procedures to minimize the time elapsing between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.

C. Subsection 5(A) notwithstanding, Department reserves the right to utilize a cost reimbursement method of payment if (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this contract; (4) Department’s funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.

D. Subrecipient shall refund, within fifteen (15) days of Department’s request, any sum of money paid to Subrecipient by Department which Department determines: (1) has resulted in an overpayment to Subrecipient; or (2) has not been spent strictly in accordance with terms of this contract. Failure to comply will result in freezing contract funds and suspending the contract until such time as funds owed to the Department are paid. The Department may offset or withhold any amounts otherwise owed to Subrecipient under this contract against any amount owed by Subrecipient to Department arising under this or any other contract between the parties.

E. All funds paid to Subrecipient under this contract are paid in trust for the exclusive benefit of the eligible clients of the Comprehensive Energy Assistance Program and for allowable administrative, direct services support, assurance 16 activities, direct services, and training/travel expenditures.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

Except as expressly modified by law or the terms of this contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant and Contract Management Standards 1 T.A.C. §5.141 et al. (the “Uniform Grant Management Standards”) provided, however, that all references therein to “local government” shall be construed to mean Subrecipient.

A. Uniform cost principles for local governments are set forth in OMB Circular A-87, and for non-profit organizations in OMB Circular A-122. Uniform administrative requirements for local governments are set forth in OMB Circular A-102, and for non-profits in OMB Circular A-110. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under Circular A-133 is $500,000.

B. Use of Alcohol Beverages. None of the funds provided under this contract shall be used for the payment of salaries to any employee who uses alcoholic beverages during normal work hours as defined by the agency. No funds provided under this contract for travel expenses shall be used for the purchase of alcoholic beverages.
SECTION 7. TERMINATION AND SUSPENSION

A. Department may terminate this contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this contract. Department shall notify Subrecipient in writing at least thirty (30) days before the date of termination.

B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this contract.

C. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined.

D. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this contract.

E. Subrecipient's failure to expend the funds provided under this contract in a timely manner may result in either the termination of this contract or Subrecipient's ineligibility to receive additional funding under the Comprehensive Energy Assistance Program, or a reduction in the original allocation of funds to Subrecipient.

SECTION 8. CHANGES AND AMENDMENTS

A. Any change in the terms of this contract required by a change in federal or state law or regulation is automatically incorporated herein effective on the date designated by such law or regulation.

B. Except as otherwise specifically provided herein, any other change in the terms of this contract shall be by amendment in writing and signed by both parties to this contract.

SECTION 9. TECHNICAL ASSISTANCE AND MONITORING

Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any such deficiency within a reasonable period of time. Department or its designee may conduct an ongoing program evaluation throughout the contract year.

SECTION 10. RETENTION AND ACCESSIBILITY OF RECORDS AND FILE MAINTENANCE

A. Subrecipient shall maintain financial and programmatic records, and supporting documentation for all expenditures made under this contract, in accordance with the records retention and custodial requirements set forth in the Uniform Grant Management Standards, Common Rule §42.

B. Subrecipients must provide Program applications, forms and educational materials in English, Spanish and any other appropriate language.

C. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records for three (3) years in an accessible location and to cooperate with any examination conducted pursuant to this Subsection. Subrecipient shall include the substance of this subsection in all subcontracts. Upon termination of this contract, all records are property of the CEAP.
D. Subrecipient shall maintain a client file system to document direct services rendered. Each client file shall contain the following:

1. Client application containing all Department requirements;
2. Documentation/verification of client income for the 30 days preceding their application for all household members 18 years and older, or Declaration of Income Statement (if applicable) as outlined in Title 10, chapter 5, Subchapter C, 10 TAC § 6.205.
3. Copy of client's utility bill(s);
4. Energy consumption history for previous 12 months (when available) (all fuel types) for all components;
5. Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department);
6. Documentation of benefits determination (when required by component);
7. Notice of Denial Form (if applicable);
8. Right of appeal and procedures (if applicable) for denial or termination of services;
9. Any documentation required by directives; and
10. Client service agreement (as required by component).
11. Case notes sufficient to document that Assurance 16 activities (needs assessment, referrals, budget counseling, energy conservation education and assistance with energy vendors) have occurred.
12. Priority rating form.
13. Appliance assessment information is required by CEAP and includes at a minimum the following information on all major heating and cooling appliances to include water heaters and refrigerators:
   - Type of appliance
   - Fuel used
   - Size of appliance
   - Age of appliance
   - Size of room where appliance is used
   - Carbon Monoxide (CO) levels for all combustion appliances

E. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed.

SECTION 11. REPORTING REQUIREMENTS

A. Subrecipient shall electronically submit to Department, no later than fifteen (15) days after the end of each month of the Contract Period, a Funding Report of all expenditures of funds and clients served under this contract during the previous month.

B. Subrecipient shall submit to Department, no later than sixty (60) days after the end of the Contract Period, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of $5,000 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this contract or previous Comprehensive Energy Assistance Program contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with heating and cooling funds on hand as of the last day of the Contract Period. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.
C. Subrecipient shall electronically submit to Department, no later than sixty (60) days after the end of the Contract Period, a final Funding Report of all expenditures of funds and clients served under this contract. Failure of Subrecipient to provide a full accounting of funds expended under this contract may result in the termination of this contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within 60 days of the end of the Contract Period, Department will use the last report submitted by Subrecipient as the final report.

D. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this contract. If Subrecipient receives funds from Department over two or more Contract Periods, funds may be withheld or this contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Contract Period.

SECTION 12. PROCUREMENT STANDARDS

A. Subrecipient may not use funds provided under this contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than $5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

B. Upon the termination or non-renewal of this contract, Department may transfer title to any such property or equipment having a unit acquisition cost (the net invoice unit price of an item of equipment) of $5,000 or more to itself or to any other entity receiving Department funding.

SECTION 13. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor.

SECTION 14. SUBCONTRACTS

A. Subrecipient may not subcontract the primary performance of this contract and only may enter into contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 9.

B. In no event shall any provision of this Section 14, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by Subrecipient. Department's approval under Section 14 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to insist upon Subrecipient's full compliance with the terms of this contract, and by the act of approval under Section 14, Department does not waive any right of action which may exist or which may subsequently accrue to Department under this contract.
SECTION 15. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

D. Subrecipients who are local governmental entities shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

SECTION 16. COMPLIANCE WITH LAWS

Subrecipient shall comply with the Low-Income Home Energy Assistance Act of 1981, as amended, 42 U.S. C. Sec. 8621 et Seq. (the “LIHEAP Act” Public Law 97-35) and with the rules and regulations promulgated there under, and with all federal, state, and local laws and regulations applicable to the performance of this contract, including Texas Administrative Code (10 TAC Chapter 5) and the LIHEAP State Plan.

SECTION 17. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §102.30, OMB Circular A-102, Attachment, 2e.

SECTION 18. NON-BINDING GUIDANCE

Department may issue non-binding guidance to explain the rules and provide directions on terms of this contract.

SECTION 19. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

No person shall, on the grounds of race, color, religion, sex, national origin, age, handicap, political affiliation, or belief, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.
SECTION 26. LEGAL AUTHORITY

A. Subrecipient represents that it possesses the legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services Subrecipient has obligated itself to perform hereunder.

B. The person signing this contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this contract on behalf of Subrecipient and to bind Subrecipient to the terms herein set forth.

C. Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this contract, to enter into this contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this contract, if Department has terminated this contract for reasons enumerated in this Section 26.

SECTION 21. AUDIT

A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:

1. Subrecipient expending $500,000 or more in total Federal awards or $500,000 in total state financial assistance shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations” issued June 30, 1997. For purposes of Section 21, “Federal financial assistance” means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government.

2. Sections 4 D (3) and (4) above notwithstanding, Subrecipient may utilize funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this contract, provided, however, that Department shall not make payment for the cost of such audit services until Department has received a satisfactory audit report from Subrecipient, as determined by Department.

3. Subrecipient shall submit three (3) copies of such audit report and any associated management letter to the Department (2 to Portfolio Monitoring and Compliance and 1 to Community Affairs Division) within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section are subject to review and resolution by Department or its authorized representative.

4. The audit report must include verification of all expenditures by budget category, in accordance with “Attachment A-Budget” of this contract.

B. The cost of auditing services for a Subrecipient expending less than $500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.

C. Subsection A of this Section 21 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient’s records and obtain any documents, materials, or information necessary to facilitate such audit.

D. Subrecipient understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this contract.

E. Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 21 as Department may require of Subrecipient.
F. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of the three years after the date of directive of the auditor’s report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

G. For any fiscal year ending within or immediately after the Grant Period, Subrecipient must submit an “Audit Certification Form” (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

SECTION 22. DEPARTMENT/CEAP TRAVEL AND TRAINING

A. The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circulars (A-87 (2 CFR 225) and A-122 (2 CFR 230) as appropriate), and either its board-approved travel policy, or the State of Texas travel policies.

SECTION 23. POLITICAL ACTIVITY PROHIBITED

A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

C. None of the funds under this contract shall be expended in payment of the salary for full-time employment of any employee who is also the paid lobbyist of any individual, firm, association, or corporation. None of the funds provided by this contract shall be expended in payment of the partial salary of a part-time employee who is required to register as a lobbyist by virtue of the employee's activities for compensation by or on behalf of industry, a profession or association related to operation of Subrecipient. A part-time employee may serve as a lobbyist on behalf of industry, a profession, or association so long as such entity is not related to Subrecipient. Except as authorized by law, no contract funds shall be expended in payment of membership dues to an organization on behalf of Subrecipient or an employee of Subrecipient if the organization pays all or part of the salary of a person required to register under Chapter 305, Government Code.

D. None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

SECTION 24. SECTARIAN INVOLVEMENT PROHIBITED

No funds received by Subrecipient hereunder shall be used, either directly or indirectly, to support any religious or anti-religious activity.

SECTION 25. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this contract or with funds expended under this contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 26. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.
B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department’s efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.

C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 27. HB 1196 CERTIFICATION AGAINST UNDOCUMENTED WORKERS

Subrecipient/Local Operator certifies that it, or a branch, division, or department of Subrecipient/Local Operator does not and will not knowingly employ an undocumented worker, where “undocumented worker” means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient/Local Operator is convicted of a violation under 8 U.S.C. Section 1324a, Subrecipient/Local Operator shall repay the public subsidy with interest, at a rate of 5% per annum, not later than the 120th day after the date TDHCA notifies Subrecipient/Local Operator of the violation.

SECTION 28. SB 608 CERTIFICATION OF ELIGIBILITY

Under Section 2261.053, Texas Government Code, Subrecipient/Local Operator certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 29. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to, or provided through, Subrecipient had this contract never been executed.

SECTION 30. NO WAIVER

Any right or remedy given to Department by this contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department’s right to exercise that or any other right or remedy at a later time.

SECTION 31. SEVERABILITY

If any portion of this contract is held to be invalid by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 32. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the parties relating to the subject matter of this contract have been reduced to writing and are contained in this document and attachments.

SECTION 33. VENDOR AGREEMENTS

For each of Subrecipient’s vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated every two years.
SECTION 34. SPECIAL CONDITIONS

The Pro-Children Act of 1994, [20 U.S.C. Sec. 6081 et seq.] requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

SECTION 35. EXCLUDED PARTIES LIST SYSTEM

By signing this contract, Subrecipient certifies that neither it nor its current principle parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the Excluded Parties List System at http://www.epls.gov/ or by collecting a certification from the potential subcontractor.

SECTION 36. ALLOWABLE ADMINISTRATIVE, ASSURANCE 16 ACTIVITIES, AND DIRECT SERVICES SUPPORT EXPENDITURES

A. Administrative and Assurance 16 Activities funds are earned through provision of direct services to clients. Subrecipient may choose to submit a final budget revision in October to use its administration, Assurance 16 Activities, and direct services support dollars for direct service categories; however, subrecipient is still required to perform Assurance 16 Activities and Direct Service Support activities.

B. Direct Services Support expenditures are earned through provision of direct services to clients and must be supported by appropriate documentation of the allowable activities. Direct Service Support includes costs not administrative in nature but those used for outreach and targeting only to eligible households. Allowable expenditures include but are not limited to salaries, fringe benefits, and travel expenditures of staff when conducting outreach, and application intake. Subrecipient may opt to use LIHEAP Direct Service Support allocation for direct client services if they have used non-LIHEAP resources to serve the requirements of Direct Service Support. Computer purchases and any related expenditures must be charged to Administration, not Direct Services Support.

C. In order to achieve compliance with the LIHEAP Act, subrecipient must coordinate with other energy related programs. Specifically, subrecipient must make documented referrals to the local WAP subrecipient.

D. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all households in the service area. Subrecipient shall provide elderly and disabled individuals the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 37. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner, according to the Title 10, Part I, Chapter 5.

SECTION 38. ATTACHMENTS

The attachments identified below are hereby made a part of this contract:

(1) Attachment A, Budget

SIGNED this day of

Dallas County Department of Health and Human Services

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This contract is not effective unless signed by the Executive Director of the Department or authorized designee.
DEPARTMENT FINANCIAL OBLIGATIONS

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Subrecipient's service area consists of the following Texas counties:

DALLAS
Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 8.00% of the contract expenditures, excluding Training/Travel costs.

Assurance 16 Activities costs are limited to 6.00% of the contract expenditures excluding Training and Travel costs. Direct Services Support costs are limited to 5.00% of total Direct Services expenditures.

Expenditures for Elderly/Disabled and Heating/Cooling must be at least 10% of Direct Service Dollars expended. Energy Crisis and Co-Payment Percentage will be established by Subrecipient. Direct Services Support (may not exceed 5% of Direct Services dollars expended).

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

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Period. A second and final budget revision must be received by the Department on or before October 31, 2010.

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

Effective Date of Budget: 01/01/2010
Background of Issue

The Dallas County Judge is the grantee and legal recipient of Ryan White Treatment Modernization Act (Ryan White) Part A funds including the Minority AIDS Initiative (MAI) funding for the Dallas Eligible Metropolitan Area (EMA). Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency for Ryan White Part A funds for the Dallas EMA. DCHHS tracks the expenditure of funds by service providers throughout the contract period and makes recommendations, when appropriate, to reallocate funds. In accordance with the provisions of the Ryan White Treatment Modernization Act, the grantee appoints members to serve on the Dallas EMA Ryan White Planning Council (RWPC). The RWPC is charged with the responsibility of establishing priorities for the allocation of Ryan White Part A Formula funds and determining the categorical allocation of funds by service category.

Due to the inability of some service providers to fully spend their Part A Formula contract award, funds in the amount of $124,339, are available for reallocation. On January 8, 2010, DCHHS issued a one-page request for proposals (RFP) for reallocated Part A Formula funds. An internal review committee (IRC) was convened to review all the proposals from the one-page RFP and make award recommendations. DCHHS has reviewed the award recommendations and is recommending approval of Part A Formula contract awards in the amount of $124,339, as presented in Attachment A.

Fiscal Impact

There is no fiscal impact to Dallas County.

Operational Impact

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

Legal Impact

The Dallas County Commissioners Court must approve the award recommendations and authorize the County Judge to sign the contract amendments on behalf of Dallas County.
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 DCHHS is the designated Administrative Agency for the Ryan White Treatment Modernization Act Part A grant. The FY 2009 Ryan White Part A Formula grant directly supports a regional indigent medical and mental healthcare network for those impacted by HIV/AIDS.

Recommendation
It is recommended that the Dallas County Commissioners Court does hereby approve the award of reallocated FY 2009 Ryan White Treatment Modernization Act Part A Formula funds, in the amount of $124,339 as presented in Attachment A, and authorize the County Judge to sign contract amendments with service providers on behalf of Dallas County.

RECOMMENDED BY: [Signature]
Zachary Thompson, Director

Attachment
C: Darryl Martin, Court Administrator
   Virginia Porter, County Auditor
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<th>AGENCY</th>
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TO: COMMISSIONERS COURT
FROM: ZACHARY THOMPSON, DIRECTOR
DATE: FEBRUARY 16, 2010
SUBJECT: 2010 TACAA - ONCOR ENERGY CONTRACT AMENDMENT

BACKGROUND
Since 1997, the Dallas County Health and Human Services (DCHHS) Weatherization Assistance Program (WAP) has assisted low-income households in lowering energy consumption and costs while increasing comfort levels. DCHHS currently contracts with the Texas Association of Community Action Agencies, Inc., for weatherization services to eligible Oncor Energy customers.

The Texas Association of Community Action Agencies, Inc., has amended Contract No. 3443-08-007, thereby extending the term of the contract; revising the client eligibility requirements; revising the maximum expenditures per dwelling unit; updating the minimum dwelling units to be weatherized with this allocation; updating the allocation, and updating the performance benchmarks. The term of the amended contract commences November 1, 2009 and is effective through October 31, 2010.

FINANCIAL IMPACT
The amount of the contract shall not exceed $1,050,000.00. These contract funds will be utilized to provide cost effective weatherization measures to eligible Oncor Energy households. There is no financial impact to Dallas County.

OPERATIONAL IMPACT
There is no operational impact to Dallas County from this Contract. The Contract currently funds one (1) Assessor position. The program will continue to use the County contracted temporary agency for the use of temporary staff as needed. Overtime funds are also available for use as necessary. Administrative and program support funds earned through the program may be utilized to purchase special equipment and vehicles as needed to further objectives of the program.

STRATEGIC COMPLIANCE
Recommendations included in this briefing are consistent with the Dallas County Strategic Plan, Vision 2: Dallas County is a healthy community, by providing disease prevention, health promotion and human services programs to County residents.
LEGAL IMPACT
The Commissioners Court must approve the amendment contract.

RECOMMENDATION
It is recommended that the Dallas County Commissioners Court approve Amendment One to the 2010 TACAA-Oncor Energy Contract (No. 3443-08-007), effective November 1, 2009 through October 31, 2010, for an amount not to exceed $1,050,000.00, for the provision of cost effective weatherization measures to Oncor energy eligible customers.

RECOMMENDED BY:  
Zachary Thompson, Director

Attachment 
C: Darryl Martin, Court Administrator 
   Virginia Porter, County Auditor 
   Ryan Brown, Budget Officer
Amendment One

to the Contract between
Texas Association of Community Action Agencies, Inc.
and
DALLAS COUNTY HEALTH AND HUMAN SERVICES

Contract No. 3443-08-007

The Texas Association of Community Action Agencies, Inc. ("Agency"), upon execution of this Amendment, hereby extends its Contract with Dallas County Health and Human Services ("Contractor"), effective November 1, 2009.

The Contract is modified for the following purposes:

• Extend the term of the contract.
• Revise the client eligibility requirements.
• Revise maximum expenditures per dwelling unit.
• Update the minimum dwelling units to be weatherized with this allocation.
• Update the allocation.
• Update the performance benchmarks.

In addition to the terms set forth in the original Contract, the Parties agree to amend the Contract as follows:

Replace all references in the Contract from EASY Audit to Energy Audit. Energy Audit is defined as an Energy Audit approved by the U.S. Department of Energy (DOE) for use on single family Dwelling Units, mobile homes, and multi-family buildings. The Texas Priority List is not an Energy Audit.

Section 2. Contract Period

The Contract extension period shall commence on November 1, 2009 and, unless earlier terminated, shall end on October 31, 2010. The Contract may be extended contingent upon availability of funds from Oncor Electric Delivery Company LLC (Oncor), satisfactory performance by the Contractor, and mutual agreement between the Parties.

Section 5. Program Requirements and Responsibilities of Contractor

5.1 Contractor shall:

5.1.1 Determine client eligibility, including:
• Customer of Oncor at the time of application;
• Household income at or below 200 percent of the federal poverty guidelines;
• Dwelling unit has refrigerated electric air conditioning; and
• Dwelling unit has not received similar energy efficiency services through another energy efficiency program offered or sponsored by Oncor since 2002, using the verification process established and provided to Contractor.

5.3 At minimum, Contractor will weatherize one hundred forty-seven (147) dwelling units in the Oncor service territory counties specified in Section 4 of this Contract.

Section 6. Program Requirements and Responsibilities of Agency

6.1 For the Contract extension period, Agency shall provide Contractor up to $1,050,000.00 to provide cost effective weatherization measures to Oncor’s eligible customers, contingent upon availability of funds from Oncor. If sufficient funds are not available, Agency shall notify Contractor in writing within a reasonable time after such fact is determined. Agency shall then terminate this Contract.

Section 8. Compensation

8.2 Contractor will be entitled to compensation for materials, labor and program support used by the federally funded WAP Service Provider to install weatherization measures for up to $6,500 per weatherized Dwelling Unit. Agency may reimburse Contractor for program support costs and up to 10% of the invoice amount for administration. The amount paid to Contractor for administration shall not be included in the calculation of the $6,500 per Dwelling Unit cap or the calculation of the Whole House SIR. Contractor’s program support costs shall be included in the calculation of the $6,500 per Dwelling Unit cap, but shall not be included in calculating the Whole House SIR.

8.4 All funds must be encumbered during the Contract extension period in accordance with this Contract.

Section 11. Recapture of Funds

11.1 As a benchmark for measuring performance goals, as of May 31, 2010, if the amount spent or encumbered is less than 35 percent of the 2010 Allocation, Agency may, after review with Contractor, reduce the funding of the remaining allocation by up to 20 percent of the 2010 Allocation.

11.2 By July 31, 2010, at least 65 percent of the 2010 Allocation shall be spent or encumbered. If not, Agency may, after review with Contractor, reduce the allocation by the amount that is not spent or encumbered.
When signed by both parties, this Contract Amendment is effective November 1, 2009, and, unless earlier terminated, shall end on October 31, 2010. All other provisions of the original contract not specifically amended herein are continued in full force and effect.

By their signatures below, the parties hereby bind themselves.

Stella Rodriguez, Executive Director for Agency
Texas Association of Community Action Agencies, Inc.

[Signature]

Date: 2-3-2010

Zachary Thompson, Director for Contractor
Dallas County Health and Human Services

[Signature]

Date
MEMORANDUM

TO:       COMMISSIONERS COURT
FROM:     Zachary Thompson, Director
DATE:     February 16, 2010
SUBJECT: AMENDMENT TO DEPARTMENT OF STATE HEALTH SERVICES CONTRACT #2010-033371001A, REFUGEE

BACKGROUND
An amendment to the Department of State Health Services (DSHS) Contract #2009-033371-001A, Refugee has been received from DSHS. The activities for fund 350 must be completed by September 30, 2010, and activities for fund 545 must be completed by June 30, 2010. The term of this contract amendment is October 1, 2009 through September 30, 2010.

OPERATIONAL IMPACT
This contract will have no impact on operations.

FISCAL IMPACT
This amendment will have no fiscal impact. The discretionary County match will remain the same.

LEGAL IMPACT
The Commissioners Court is required to approve this amendment.

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

RECOMMENDATION
It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the amendment of the Department of State Health Services Contract #2010-03337141-001A, Refugee, and authorizes the County Judge to sign the contract amendment on behalf of Dallas County.

Recommended by: Zachary Thompson, Director

C:
Darryl Martin, Court Administrator
Virginia Porter, County Auditor
Ryan Brown, Budget Officer
The Department of State Health Services (DSHS) and DALLAS COUNTY (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract #2010-033371 (Contract) in accordance with this Amendment No. 001A: REFUGEE, effective 01/26/2010.

The reason for this Amendment is to add additional language which state the grant terms of the program codes.

Therefore, DSHS and Contractor agree as follows:

The program attachment number is revised as follows:

PROGRAM ATTACHMENT NO. 001A

SECTION V. PAYMENT METHOD is revised to add the following:

Cost Reimbursement

Contractor shall not exceed $1,250,984.00 on Refugee Medical Assistance (RMA) (DSHS fund 350) activities (Program Code 109). These activities must be completed no later than September 30, 2010.

Contractor shall not exceed $3,050.00 on United States Department of Health and Human Services (USDHHS) Office of Refugee Resettlement Refugee Preventive Health (DSHS fund 545) activities (Program Code 110). These activities must be completed no later than June 30, 2010.

All other terms and conditions not hereby amended are to remain in full force and effect in the event of a conflict between the terms of this contract and the term of this Amendment, this Amendment shall control.
Department of State Health Services

Signature of Authorized Official

Date: ________________

Adolfo M. Valadez, M.D, M.P.H.,
Assistant Commissioner for Prevention and Preparedness Services

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Adolfo M. Valadez@dshs.state.tx.us

Contractor

Signature of Authorized Official

Date: ________________

Name: Zachary Thompson

Title: Director

Address: 2377 N. Stemmons, Ste. 600
Dallas, TX. 75207

Phone: 214/819-2100

Email: zthompson@dallascounty.org

BY:
(signature of person authorized to sign)

Jim Foster, County Judge
To: Honorable Commissioners Court
From: Honorable John R. Ames, Tax Assessor/Collector
Date: February 16, 2010
Subject: Per parcel cost for ad valorem property tax and assessment fee collections

BACKGROUND: The Dallas County Tax Office has interlocal agreements with 18 cities, six school districts and over 35 special and public improvement districts for the collection of ad valorem property tax and assessment fee collections. The costs to perform these collection services are based on analysis performed by the Dallas County Auditor’s Office. In January 2010, the Auditor’s Office performed an analysis of these costs based on a request from the Tax Office.

OPERATIONAL IMPACT: At this time, the Tax Office is recommending the following changes:

<table>
<thead>
<tr>
<th>Description</th>
<th>Current</th>
<th>New</th>
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</thead>
<tbody>
<tr>
<td>Parcels in Dallas County</td>
<td>$1.35</td>
<td>$1.35</td>
</tr>
<tr>
<td>Parcels out of Dallas County</td>
<td>$3.20</td>
<td>$2.95</td>
</tr>
<tr>
<td>PIDs (Public Improvement Districts)</td>
<td>$2.20</td>
<td>$2.75</td>
</tr>
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</table>

These changes will be effective for the 2010 tax roll which will be paid by the entities in January 2011. Dallas County began consolidated ad valorem property tax collections in the early 1990’s. When the program began, it started at $1 per parcel. Since that time, the ability to increase efficiency by adding additional entities has resulted in only raising that cost three times. This year, we have made improvements in our technology with other appraisal districts and are therefore lowering the out of county parcel cost from $3.20 to $2.95. The Public Improvement Districts (PIDs) continue to be a time consuming effort since they are not tracked by any of the appraisal districts and they require additional internal controls. Therefore, we are increasing the PID parcel cost from $2.20 to $2.75.

FINANCIAL IMPACT: Based on the 2009 tax roll parcels, these changes will result in an overall increase in cost recuperation of $575.05. As is common, ad valorem parcels increase from year to year and will most likely increase for the 2010 tax year increasing this recuperation cost.

STRATEGIC PLAN: This recommendation meets the County’s Strategic Goal #1, Traditional Service Provider – ensures the maintenance and delivery of programs and services for Dallas County stakeholders.

LEGAL: The interlocal agreements require notification of per parcel cost changes be made no later than March 1 of any given year. The Tax Office will notify the cities, schools, special districts and pids.

RECOMMENDATION: The Dallas County Tax Office recommends that these changes be approved.
Date: February 16, 2010
To: Commissioners Court
From: Virginia Porter, County Auditor
      Joe Wells, County Treasurer
Re: Credit Card Convenience Fee

Background

The merchant accounts serving the County are VISA and MasterCard. The County cancelled service with American Express with CO 2009-0999 on June 2, 2009.

Dallas County has retained responsibility for data collection by managing web services in-house and contracting with Bank of America for routine banking services. Internet convenience fees for tax and other operations are assessed against the County monthly. A total of $4,671,377 was paid in FY09: $4,392,001 for tax and $279,376 for other operations. Average costs as a percentage of sales was 1.94% and 1.61%, respectively.

In accordance with contracts, a portion of credit card convenience fees attributable to tax collections for other entities is recovered as the County periodically amends the multiple taxing unit collection contracts to reflect full costing. Statutes authorize fees to recover additional expenditures incurred by the County. Per parcel fees updated in FY2006 are $1.35. That cost allocation included $1.2 million.

The County has an opportunity to charge users of the credit card service a fee to recover costs. We have reviewed options currently offered by VISA and allowed by MasterCard regarding a “Percent Fee for Tax Collection” program. The County may apply for this program through Bank of America and submit justification for cost recovery using percentage fee versus a flat fee.

Legal

Various laws govern authority for charging a convenience fee in addition to other costs for payment by credit card or electronic means. The Civil Section of the District Attorney’s office has reviewed applicable laws and participated in bank contract negotiations. Bank of America’s lawyers have provided information regarding merchant agreements with the contract providers.
LGC 132.007 as amended 9/1/03 provides for a county to charge a reasonable fee for services over the internet.

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

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

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

TRANS 33.006 mandates a Tax Assessor-Collector shall accept payment by credit card.

VISA “tax collection” program allows a percentage convenience fee for tax collections only using non-card present credit card processing. VISA merchant agreements allow for the inclusion of a convenience fee if more than one payment channel is used by a company and all users of a single payment channel receive similar benefits and incur the same charge. MasterCard merchant agreements are similar to VISA.

Financial

Credit card merchant fees incurred in card processing for tax receipts averaged 2% in FY2009 totalling $4.3 million. A percentage convenience fee will offset these costs. County cost associated with web portal management and cash management are currently established for internal controls and will accommodate a process change including new fee without additional administrative costs.

The percent growth in credit card transactions in FY2009 vs. FY2008 was nearly 70%. A similar increase is expected for FY2010. A fee of 1.94 – 2.15% will recover costs of tax credit card activity.

Available Options

1. Continue waiving convenience fee for all card transactions.
2. Assess user fees to fully recover credit card costs related to tax payments.

Credit card processing fee cost recovery can be accomplished by one of two methods:
- Outsource collection credit cards for tax payments through RFP process
  - Costs billed directly to cardholder and expanded services (additional card types and payment portals, i.e. IVR telephone payment option).
- Retain collection in-house and establish different collection fees for service over the internet – percentage for property tax and no cost for other records.
Summary

Although LGC 132 establishes authority for a county to set a processing fee for payment by credit cards, the card merchant agreements specifically prevent setting a fee for processing payment by cards. The statutes and card merchant agreements do allow for a convenience fee for services over the internet.

We request the Court's direction in establishing a credit card or internet convenience fee.

cc: John Ames, Tax Assessor-Collector
    Ryan Brown, Budget Director
    Bob Schell, Chief Civil D.A.
OFFICE OF THE DIRECTOR

February 10, 2010

TO: Commissioners Court

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

FROM: Cathy Causey Self  
Forensic Operations Administrator

SUBJECT: Sexual Assault Examination Pilot Project

Background

Since 1974, Dallas County has contracted with the University of Texas Southwestern Medical Center (UTSW) Department of Obstetrics and Gynecology to provide faculty physicians at Parkland Hospital to conduct forensic examinations of females who report as a victim of sexual assault (male sexual assault victims are seen by Parkland surgical staff and historically have not been covered under the contract). In FY94, the agreement with UTSW was revised to allow sexual assault exams for all children age 12 and younger to be conducted by the Department of Pediatrics staff at Children’s Medical Center. The examinations include the collection of physical evidence in a prescribed manner for future forensic analysis, with the understanding that any exam ultimately may result in the physician providing court testimony as part of a legal proceeding.

The impetus for the agreement was the lack of medical facilities with trained and readily available staff to perform forensic sexual assault exams. Other goals of the contract were to improve the quality of evidence collection and to ensure that qualified staff would be available to provide expert witness testimony in any subsequent legal proceedings.

In consideration of the County-UTSW agreement, Parkland is the only location in Dallas County where sexual assault exams routinely are conducted, regardless of the availability of other medical facilities in proximity to the location of the alleged offense or the victim’s ability to pay for medical services. Beginning in March 2010, this will change as a result of the implementation of a pilot project at Presbyterian Hospital in Dallas whereby selected victims will be provided an alternative to Parkland for a forensic sexual assault examination.

The purpose of this memorandum is to provide a brief description of the pilot project and outline potential implications for the Dallas County-UTSW agreement.
Presbyterian Hospital Sexual Assault Pilot Project

Beginning March 1, 2010, selected forensic sexual assault examinations will be performed at Presbyterian Hospital in Dallas by sexual assault nurse examiners (SANE). Dallas Police Department staff will transfer sexual assault kits from Presbyterian to the Institute following normal evidence submission protocols. SANE will provide expert witness testimony related to the examinations as needed in judicial proceedings.

The service is being offered as a pilot project through the cooperative efforts of the Office of the Attorney General, Dallas Police Department, Dallas County District Attorney’s Office, local victim service providers, and Presbyterian Hospital. Because of the test nature of the project, services will be limited to those cases meeting the following criteria:

- Victim must be 17 years of age or older; and
- Victim must reside in the Northeast Patrol Division or the offense occurred in Northeast Patrol Division; or
- Victim specifically requests that examination be conducted at Presbyterian (regardless of offense location or patrol division residence).

It is anticipated that approximately 100 forensic sexual assault examinations will be performed by Presbyterian during the 12 month project period. Offenses that do not meet the above criteria will continue to be processed at Parkland or Children’s.

The stated goal of the project is to provide an enhanced community response to the crime of sexual assault by allowing victims to receive services at a “local” hospital instead of Parkland. Representatives from the Dallas Police Department and the Dallas County District Attorney’s Office report that their participation in the pilot project is not related to any service problems with Parkland, but in response to repeated requests from victim’s advocates to utilize a SANE-based program and to allow examinations at locations other than Parkland. Moreover, both agencies state that the quality of the service provided by Parkland is excellent, and that there are no known problems with victims being seen in a timely manner.

Interlocal Agreement between Dallas County and UTSW

By statute, a law enforcement agency that requests a forensic sexual assault exam is responsible for the cost of the exam. In Dallas County, UTSW is paid a fixed amount by the County for service provision, and the Institute recovers the cost to the County by billing the appropriate law enforcement agency for a sexual assault examination as part of sexual assault kit processing by the laboratory.

The longstanding agreement between Dallas County and UTSW for the provision of forensic sexual assault examinations currently contemplates a service volume of approximately 650 adult female examinations at Parkland and 80 exams at Children’s. The current contract amount is $225,540, with $202,004 going to OB/GYN and $23,536 to the Pediatrics Department.

UTSW reported performing approximately 600 sexual assault exams during FY09, and the County received $238,214 in reimbursement revenue during FY09.
Fiscal Impact

Redirecting sexual assault cases to Presbyterian from Parkland has the potential to decrease the reimbursement received by the County for the contract payments to UTSW in support of the forensic sexual assault examination program. However, based on the timing of program start-up and the anticipated volume of cases to be examined at Presbyterian, we estimate the potential current year revenue decrease to be $30,000 or less.

Based on discussions with a District Attorney representative, any costs associated with SANE expert witness testimony during the pilot project will be covered by Presbyterian or a related foundation.

Recommendation

Pending the outcome of the pilot project and a determination by the Dallas Police Department and the District Attorney’s Office regarding continued utilization of medical facilities other than Parkland for forensic sexual assault examinations, the Institute recommends deferral of any contract revisions between the County and UTSW for consideration during FY11 budget deliberations.
February 16, 2010

TO: The Honorable Commissioners Court

THROUGH: Rodney Christian, Acting Chief Information Officer

FROM: Bill Brown, Senior Project Manager

SUBJECT: Re-briefing of EMC File Transfer and Storage Solution

PURPOSE
On June 23, 2009, Commissioners Court approved a briefing for the completion of Phase II EMC File Transfer and Storage Solution. The briefing was never court ordered pending a Professional Services Agreement with Indico Corporation. In January, 2010, Professional Services Agreement was completed and approved by Dallas County District Attorney’s Office and Indico. Therefore, the original request is being re-briefed as a result of finalized requirements, corrected funding, and extended time lapse since the original briefing.

BACKGROUND
On June 10, 2008, Commissioners Court approved Court Order 2008-1131 to authorize the Office of Information Technology to secure a File Storage Solution for the Criminal Justice systems to support electronic Book-In and District Attorney Case filings.

The proposed solution contained two phases:

Phase I: Storage Solution – Completed
The EMC Centera storage hardware has been deployed to enable the County to meet strict requirements for electronic data storage.

Phase II: Secure File Transport
The project plan for the second phase included three primary deliverables:
1. Completed - Implementation of a Secure File Transport (SFTP),
2. Completed - Development of the Data Link Layer (DLL), and
3. Programming services for required changes to Dallas County Incident Module (DCIM) and interfaces between LEA applications and Dallas County Criminal Justice applications.

In the original briefing and court order, the Office of Information Technology requested $150,000.00 to complete programming services required to fully implement this storage solution. The actual cost of services is $63,375 as exhibited in attached Professional Services Agreement.
OPERATIONAL IMPACT
The current case e-filing solution can only handle 15% of e-file cases due to size limitations. With the completion of this project, law enforcement agencies in Dallas County can e-file 100% of their cases regardless of size of the electronic case file. It will also provide secured storage for inter-agency transfer of case related information.

STRATEGIC PLAN
This procurement aligns with the Commissioners Court Strategic Plan, Vision 1: Dallas County Government models interagency partnerships and collaboration; Strategy: 1.4. Improve the customer experience by implementing standards of operation, innovation and technology.

FISCAL IMPACT
The funding for this project has been encumbered on Purchase Order 205988 for $150,000. Purchase Order 205988 will be reduced by $63,375.00 for required Indico programming and support services. Those funds will be encumbered from JAG funds on a new purchase order.

RECOMMENDATION
It is recommended that the Dallas County Commissioners Court authorize the Office of Information Technology to reduce Purchase Order 205988 by $63,375.00 and utilized those funds to procure the required development services from Indico. Upon on completion of this deliverable, law enforcement agencies can file any cases electronically in Dallas County. The funding will be encumbered from JAG and MTF AIS Project funds.

Recommended by:

Rodney Christian, Acting Chief Information Officer
COUNTY OF DALLAS §
STATE OF TEXAS §

PROFESSIONAL SERVICES CONTRACT ("Contract")
between
DALLAS COUNTY, TEXAS ("County")
and
INDICO, CORP. ("Contractor")
for
UNSTRUCTURED BINARY DATA STORAGE SYSTEM

1. PURPOSE

This Contract is entered into by and between County and Contractor in accordance with the Commissioners Court Order and pursuant to the authority granted by the Texas Local Government Code Chapter 262 for professional services ("Services") relating to the development as well as the maintenance and support of a storage solution for unstructured binary data from the IM and AIS systems onto a shared NAS device.

2. TERM

Unless otherwise stated in this Contract, the Term for

A. the development of the data storage solution will be from January 1, 2010 through the earlier of Final Acceptance as stated in Section 3C of this Contract or June 30, 2010; and

B. the maintenance and support of the data storage solution is from January 1, 2010 through December 31, 2010, and will be automatically continued and renewed on an annual basis.

3. SCOPE OF SERVICES

A. Contractor shall perform and complete the Services as described in this Contract and the Statement of Work ("SOW"), which is attached and incorporated herein by reference as Exhibit A for all purposes.

B. Final Acceptance: The Services and product are considered completed upon County providing Contractor a written Final Acceptance of the Services and solution.

C. Services Managers. Contractor and County at the start of this Contract shall assign specific or a chain of Services Managers ("Managers") who can address all administrative, technical, and contractual issues effectively and efficiently. The Managers will be responsible for the management and implementation of this Contract and to serve as the primary contact for each party throughout the Term of this Contract. Each party represents that its Manager is and will be fully qualified and authorized to perform the tasks assigned to him/her; provided, however, that any significant deviation from the intent of this Contract, any increase in cost to the County, or any extension to the deliverable due dates will not be effective unless signed by the authorized Signatories for both parties via a formal Amendment to the Contract.
1) **Removal of Manager.** Upon at least fourteen (14) days advance written notice, and with the written consent of the other party, which consent shall not be unreasonably withheld or delayed, either party may replace its Manager.

2) **County Project Manager ("County Manager").** The County Manager, Rodney Christian, or the County Manager's designated representative will be responsible for coordinating all aspects of service relating to this Contract. Contractor will work under the direction of the County Manager or his/her designated representative throughout the Term of the Contract.

The County Manager shall decide all questions that may arise as to the quality and acceptability of any Services performed under this Contract and in accordance to the SOW. If in the opinion of the County Manager the performance was unsatisfactory, the County shall notify the Contractor of such and the Contractor shall immediately make such performance acceptable to County at no additional cost to County.

3) **Contractor Project Manager ("Contractor Manager").** Contractor shall assign or designate, without additional cost to County, a Contractor Manager, Matt Brown, for and during any and all performance of Services by Contractor, who shall, without limitation:

   a) Be reasonably accessible;

   b) Assume group coordination, management, monitoring, administrative, and leadership responsibilities for Contractor personnel that perform the Services;

   c) Have the ability to respond efficiently and effectively to County's immediate concerns during the performance of these Services, including the ability to lead and direct Contractor personnel while they are performing the Services.

D. **Change Order Procedure.**

1) **Change Order Request.** During the Term of this Contract or any extension, County or Contractor may propose and request written changes to modify the SOW, and make other adjustments to the Services hereunder respectively either as "County Change Order Request" or "Contractor Change Order Request." The requesting party shall deliver such Change Order Request to the other party's Manager describing the proposed changes and establishing a reasonable period for the other party to respond.

2) **Change Order Response.** The responding party shall deliver to the requesting party within the time stated a written County/Contractor Change Order Response indicating:

   a) the effect of the Change Order Request, if any, on the amounts payable by or entitled to by the requesting party under this Contract and the manner in which such effect was calculated;

   b) the effect of the Change Order Request, if any, on responding party's performance of its obligations under this Contract, including the effect on required service levels;
c) the anticipated time schedule for implementing the Final Change Order; and

d) any other information as requested in the Change Order Request or reasonably necessary for the requesting party to make an informed decision regarding the Change Order Response, including the effect of the Final Change Order on the requesting party's costs and expenses relating to the Services provided herein.

3) **Final Change Order.** A Change Order Request or Change Order Response is considered a Final Change Order upon mutual agreement as indicated by both parties' requisite signatures; and this Contract shall be effectively amended according to the Final Change Order. Under no circumstances shall Contractor be entitled to payment for any Services rendered under a Change Order that has not been properly approved.

   a) **Managers' Signatures.** The County Manager and the Contractor Manager shall have authority to sign the Final Change Order that does not result in any significant deviation from the intent of this Contract, increased cost to the County or extend deliverable due dates.

   b) **Approval by Appropriate Signatories.** Except as otherwise stated in the Final Change Order section of this Contract, no Final Change Order shall become effective without the prior written and signed approval by the County Commissioners Court and by Contractor's President, Matt Brown.

4. **PAYMENT FOR SERVICES**

   A. Contractor agrees to submit to the Chief Information Officer ("CIO") complete, fully documented and accurate itemized statements of invoices with appropriate/applicable attachments, statistical and programmatic documentation reports, as required by County for the performed Services no later than the Fifteenth (15th) of the calendar month following the prior month's Services.

   B. Each statement shall be in a form acceptable to the Dallas County Auditor, and shall include details of the Services rendered as may be requested by the Auditor for verification purposes. The statement shall, at a minimum, include a description of the Services, the day(s) and the amount of time during the day(s) that Contractor performed the Services, and the total amount billed for Services rendered.

   C. After receipt of the statement, the CIO shall review the statement and approve it with any modifications deemed appropriate and thereafter forward the statement with any modifications to the County Auditor for payment. **Contractor shall hold harmless and indemnify the County for any discrepancy between the amount submitted for payment and the actual payment finally approved by the County.**

   D. Within thirty (30) business days of receipt of statement, County agrees to compensate Contractor from available designated fund in accordance with the amount and County's acceptance of the deliverables as stated in the Cost Chart of Exhibit A. 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, 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, and undocumented units of service billed.

E. **Not to Exceed Amount.**

1) The maximum amount to be paid under this Contract for the data storage solution is Sixty Five Thousand Three Hundred Seventy Five and 00/100 Dollars ($65,375.00).

2) The maximum annual amount for the maintenance and support of the data storage solution is Fourteen Thousand and 00/100 ($14,000.00).

F. Contractor 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 Contract 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.

G. **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.

H. **Administrative Controls.** Contractor shall establish, document and maintain adequate administrative and internal controls to ensure that only allowable and valid costs are billed to County for Services intended under this Contract. Contractor must refund any expenditures or payments that are not within the scope or intent of this Contract.

5. **EXPENSES**

Unless prior written approval by County is obtained, Contractor shall be responsible for all mileage, parking fees, research and/or other expenses related to the fulfillment of the requirements of the Contract. Upon County’s prior written approval for travel, living and out of pocket expense, County shall reimburse Contractor for mileage and other expenses related to the fulfillment of the requirements of the Contract to the extent that such expenses are reasonably consistent with County policies for such reimbursements and expenses.

6. **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 County determine it reasonably necessary, Contractor shall make all of its records and books reasonably related to this Contract available without delay to authorized County personnel to fulfill inspection or auditing deadlines and 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 the date of court filings/audit findings, or until all litigation, claims or audit findings are resolved.

7. INDEMNIFICATION

A. **No Indemnification by County.** Contractor acknowledges and agrees that Dallas County is prohibited by Article XI, Section 7 of the Texas Constitution from indemnifying it or any other third party for damages arising under this Contract.

B. **Hold Harmless by Contractor.** Contractor expressly agrees that it will act under this Contract as an independent contractor in accordance with the terms of this Contract and to hold County free and harmless from any and all claims, liabilities, losses, damages, costs and expenses arising from or with respect to any acts of Contractor which give rise to claims that such acts were committed by or on behalf of Dallas County, or by or on behalf of Contractor acting in the role of Contractor or otherwise.

C. Approval and acceptance of Contractor's Services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor 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 in this regard. Contractor shall defend, hold harmless and indemnify the County for damages resulting from such defects, errors or omissions.

D. **Survival.** 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.

8. INSURANCE

A. Without limiting any of the other obligations or liabilities of the Contractor and each of its subcontractors, Contractor agrees that it will have and maintain, and will require its subcontractors to have and maintain, at own expense, in full force and effect minimum insurance for themselves, including their officers, employees, agents, representatives, volunteers and subcontractors (collectively, "Contractor") with companies approved by the State of Texas and satisfactory to County.

B. As a condition precedent to commencement of any work, within ten (10) calendar days after the Effective Date of this Contract, Contractor shall furnish to the Dallas County Director of Purchasing (at the same address given below under this Insurance heading)
the following minimum insurance coverage that show the County as the certificate holder and covers the period of the Term of this Contract and any renewals:

1) **Statutory Workers' Compensation Insurance** that meets the requirements of the Texas Workers' Compensation Act, Title 5, Subtitle A of the Texas Labor Code, or, if self-insured, then Contractor must provide to County evidence of a certificate issued by the Workers' Compensation Commission approving such self-insurance. If Contractor has no employee (as defined by the Texas Workers' Compensation Act), Contractor shall provide County with a sworn Affidavit in lieu of a Certificate of Insurance, which Affidavit shall be attached and incorporated into this Contract by reference for all purposes, and which shall state that there is no employee. In the event that any work is subcontracted, 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. Contractor shall bear the burden of all workers' compensation coverage for all of its subcontractors and subcontractors' employees who do not have workers' compensation coverage. Contractor also 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 an appropriate insurance carrier, or in the case of self insurance, with the Texas Workers' Compensation Commission. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

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</tr>
<tr>
<td>Bodily injury by Disease</td>
<td>$500,000.00 Policy Limit</td>
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</tbody>
</table>

2) **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.

3) **Commercial General Liability Insurance, including Contractual Liability Insurance.** Contractor shall maintain Commercial General Liability Insurance coverage for the following: (a) Premises Operations; (b) Independent contractors or consultants; (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 a limit not less than Five Hundred Thousand and 00/100 ($500,000.00) for bodily injury, property damage, and blanket contractual coverage per occurrence with a general aggregate of Five Hundred Thousand and 00/100 ($500,000.00) and products and completed operations aggregate of Five Hundred Thousand and 00/100 ($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 and volunteers, or such additional coverage or increase in 
limits, including those contained within any bid specifications.

4) **Commercial Automobile Liability Insurance.** Any liability associated with the 
operation of a vehicle by Contractor, its agents or employees, in connection with the 
performance of Services under this Contract shall not be the responsibility of the 
County.

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

1) Name County, including its elected officers, employees and authorized agents, as 
additional insureds (as the interest of each insured may appear) as to all applicable 
coverage.

2) 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.

3) 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.

4) 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

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

D. Contractor shall be solely responsible for all cost of any insurance as required here, any 
and all deductible or self-insured 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.

E. It is the intent of these requirements and provisions that Contractor's insurance covers 
all cost and expense so that the County, including its elected officials, officers, 
employees, volunteers, agents and representatives will not sustain any expense, cost, 
liability or financial risk as a result of the performance of Services under this Contract.

F. **Insurance certificates.** The certificates of insurance shall list Dallas County as the 
certificate holder. Any and all copies of Certificates of Insurance shall reference this 
Contract for which the insurance is being supplied. 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, 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 five (5) year tail coverage, unless specifically approved in writing and executed by the County's Director of Purchasing 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 by County shall not relieve or decrease the liability of the Contractor.

I. 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 to:

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

2) Withhold any payment(s) which become due to Contractor until Contractor demonstrates compliance with the requirements 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 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) Any combination of the above.

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. Acceptance of the Services, or failure to act by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, 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 Contractor, its employees, subcontractors, and agents.

L. 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 its subcontractor's performance of the work covered under this Contract.

M. 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.

N. Insurance Lapse. Pursuant to Section 94.73 of the Dallas County Code, if the Contractor fails to maintain the insurance required under the Contract continuously at all times during the period stated in the Contract, or otherwise has a lapse in any of the required insurance coverage, including workers' compensation coverage, the Contractor 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 Contract Sum for a period of six (6) months from the date of the cure of the insurance lapse or the date the Contract 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 Contractor does not maintain insurance as required by the Contract, the Contractor shall immediately cure such lapse at the Contractor's sole cost and expense, and pay the County in full for all costs and expenses incurred by the County under the Contract as a result of the Contractor'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 Contractor by the County under the Contract. If the monies owed to the Contractor under the Contract are less than the amount required to cure the lapse in coverage, the Contractor shall pay such monies to the County upon written demand. Moreover, upon any lapse of the required insurance by the Contractor, the County shall immediately retain five percent (5%) of the total value of the Contract 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 Contractor by the County under the Contract 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 Contract 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 Contractor 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 Contractor'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
Contractor upon written demand by the County.

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 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 County data, documents and information in Contractor's possession shall be returned to County within five (5) business days of the date of termination. In no event shall County's termination of this Contract, for any reason, subject County to liability.

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

2) With Cause: Either party may 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. 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. Termination, in whole or in part under this Section may be made without prejudice to any other remedy to which a party may be entitled to at law or in equity, or elsewhere under this Contract, by giving written notice 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 not pay for work, equipment, Services or supplies that are unsatisfactory or unauthorized. At a party's sole discretion and with written notice to the other party, who may be given a reasonable opportunity prior to termination to correct any deficiency in the work or Services performed under this Contract. Each party will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with such party's performance, problems and/or deficiencies.
Nothing herein, however, shall be construed as negating the basis for termination for non-performance or shall in no way limit or waive a party’s right to terminate this Contract under any other provisions herein.

c) A party’s improper, misuse or inept performance of Services under this Contract;

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

e) A party’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 a party 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 him, 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) a party’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.

Rodney Christian, Acting CIO
Dallas County Management Info. Syst.
411 Elm Street, 3rd Floor
Dallas, TX 75202

Matt Brown, President
INDICO, CORP.
2501 Parkview Dr., Suite 315
Fort Worth, TX 76102

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 laws.
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 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 federal, State, and local statutes, ordinances, rules, regulations, grant requirements, licenses, legal certifications, or inspections required for the Services, facilities, equipment, or materials. 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 its agents or 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 or employees in conjunction with the performance of work covered under this Contract.

23. ASSIGNMENT

Contractor assures that it will not transfer or assign its interest in this Contract without prior written consent of 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. County approval to transfer or assign Contractor's interest in this Contract to an entity that acquires all or substantially all of Contractor's assets is subject to formal approval by the Dallas County Commissioners Court. 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/program/interface/deliverable 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 it 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. Ownership of County Data. All County Data shall remain the property of County. The County Data shall not be otherwise used, disclosed sold, assigned, leased or provided, or commercially exploited by or on behalf of Contractor and its personnel, including, without limitation, employees, officers, agents, subcontractors, invitees, third party vendors, or assigns (collectively, "Contractor"), to any third party in any respect without County's written consent. 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). 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 it may possess or control.

B. Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the Services under this Contract, unless authorized by law. Contractor agrees to 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.

C. 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; (4) financial/operating risk patterns and specific audit sample techniques of County; or (5) recognized by statute as confidential, including information relating to individual health, mental health, sexually transmitted diseases, and HIV-AIDS.
D. **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 this Contract, including, without limitation, information of an operational, technical or financial nature related to County.

E. **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.

F. **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.

G. **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 hereto, 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.

H. 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.

I. **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.

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 its expense, any Contractor Software needed to provide the Services pursuant to this Contract. With the exception of modifications made to commercial, off-the-shelf ("COTS") software that Contractor refers to as its "PSR" and owned by Contractor and is Licensed to County as the Incident Module ("1M"), 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.** To the extent Contractor has access to County facilities and systems, 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. In the event that Contractor personnel may have the ability to defeat systems security provisions on devices containing related and unrelated confidential information or data, Contractor covenants that it 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.** With the exception of modifications made to the COTS software that Contractor refers to as its "PSR" and owned by Contractor and is Licensed to County as the IM, 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. With the exception of modifications made to the COTS software that Contractor refers to as its “PSR” and owned by Contractor and that is Licensed to County as the 1M, 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. With the exception of modifications made to the COTS software that Contractor refers to as its “PSR” and owned by Contractor and that is Licensed to County as the IM, all work made or performed under this Contract, to the fullest extent allowed by law, 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 its subcontractors. Contractor agrees to give County, and agrees to require its 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, its 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 its 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 its 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 neither it nor its employees, volunteers, agents or officers shall receive personal benefits, commission, consideration, 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. **Personnel.**

1) **Personnel Qualifications.** Contractor warrants that all personnel it uses under this Contract and the SOW (the “Contractor Personnel”) shall be: employees of Contractor or, if applicable, Contractor’s subcontractor(s), fully qualified and licensed to perform the tasks assigned them, and in compliance with all applicable immigration laws. Contractor shall identify to County all third party contractors and subcontractors, and their roles and responsibilities, upon request. Contractor shall be solely responsible for payment of all wages, benefits, worker’s compensation, disability benefits, unemployment insurance, as well as for withholding any required taxes for all Contractor Personnel in accordance with applicable federal, state, and local law. Contractor agrees to provide County with information regarding individual Contractor Personnel or proposed Contractor Personnel as County may reasonably request.

2) **Personnel Cooperation.** Each party recognizes the importance of cooperation among their respective employees, and each party will use commercially reasonable efforts to ensure positive working relationships between the parties so as to ensure timely completion of their respective tasks.

3) **Removal of Contractor Personnel.** County may, upon written notice to the Contractor Manager or the person signing this Contract, require Contractor to remove an individual immediately from providing Services for the following reasons: violation of
the terms and conditions of this Contract; violation of County's work rules and regulations; criminal activity; violation of state, federal, or municipal statutes; and engagement by said individual in activities that could be detrimental to County or County personnel.

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, Texas Family Code, Contractor 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 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. 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.

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

K. 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.

L. 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.

M. Corporate Good Standing. Contractor represents and warrants that it: (1) is a corporation duly incorporated, validly existing and in good standing; (2) has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (3) is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except when the failure to be so licensed, authorized or qualified would
not have a material adverse effect on Contractor's ability to fulfill its obligations hereunder.

N. **Illicit Code.** Contractor warrants that (a) unless authorized in writing by County, or (b) necessary to perform valid duties under this Contract, any programs developed by Contractor personnel under this Contract or provided to County by Contractor for use by Contractor or County shall, when delivered and installed by Contractor: (i) contain no hidden files; (ii) not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides; (iii) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; (iv) contain no key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which restricts or may restrict use or access to any programs or data. Provided and to the extent any program has any of the foregoing attributes, and notwithstanding any other provision of this Contract to the contrary, Contractor must remove any such Illicit Code from the Licensed Software immediately upon request of County. With respect to any disabling code that may be part of the software, Contractor shall not invoke such disabling code at any time for any reason. If, at any time, the licensor of any third party software shall invoke or threaten to invoke any disabling code in any third party software licensed to Contractor which could adversely affect the Services provided under this Contract, Contractor shall use its reasonable efforts to preclude such action on the part of such licensor.

27. **CONTRACTOR’S WARRANTIES**

A. **No Actions, Suits, or Proceedings.** Contractor warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Contractor’s ability to fulfill 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.

B. **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.

C. **Professional Quality.** Contractor warrants to County that all materials and Services will be of professional quality conforming to generally accepted practices, and that all Services provided under this Contract will be performed in a manner consistent with that degree of care, qualification and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such Services, then Contractor will perform all Services in a good and professional manner that meets County’s goals and objectives as stated herein as well as otherwise adds value to and/or improves the performance of County’s expectations, objectives and purposes as stated in this Contract. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty extends for ninety (90) business days past termination or expiration of this Contract. This warranty is limited to rework of the unsatisfactory product without change to the original specifications and without regard to the amount of the effort expended on the original work product.
28. TRANSITION SERVICES REQUIRED OF CONTRACTOR

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

29. ORDER OF PRECEDENCE

In the event of a conflict or ambiguity within, between or among the provisions of this Contract and/or any of the referenced or incorporated documents, all parties agree that the provisions of this Contract shall take precedence and be supported by any provisions in the referenced or incorporated documents.

30. TAX

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

The fees paid to Contractor pursuant to this Contract are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Contract and based upon or measured by Contractor’s cost in acquiring or providing products and/or Services and related materials and supplies furnished or used by Contractor in performing its 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.

31. SIGNATORY WARRANTY

The undersigned signatories for the parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Contract and that they have full and complete authorities to enter into this Contract on behalf of their respective
organizations and that the executions thereof are the acts of the parties involved and have been delivered and constitute legal, valid and binding obligations of the respective parties.

EXECUTED THIS ___________ DAY OF ___________________________ 2010.

COUNTY: ________________________________

CONTRACTOR: ________________________________

BY: Jim Foster
Dallas County Judge

BY: Matt Brown
President

Recommended: __________________________________________________________________________

BY: Rodden Christian
Acting Chief Information Officer, MIS

*Approved as to Form:

BY: Bob Schell
Chief, Civil Division
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its 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
INDICO CORP. STATEMENT OF WORK ("SOW")

Unstructured Data Storage Project

1.0 BACKGROUND

Dallas County is currently facing performance, scalability, and document management issues due to the storage of numerous copies of unstructured data which is shared between the AIS and IM systems. This data is largely photographs, video files, audio files, various MS documents, PDF documents and Mug Shots. Currently, files associated with case filings are sent from IM to AIS via IM_DA and IM_BOOKING web services. Files are stored both in the IM system and the AIS system databases redundantly. Similarly, mug shots are shared from AIS to IM using a name synchronization routine. Currently, Indico queries a view which provides a copy of the mug shot images to IM which stores them in its master name file, again redundantly.

In July of 2008, Dallas County engaged EMC to perform consulting services for the purposes of designing a centralized storage solution. This solution would eliminate the redundant storage of unstructured binary shared by the two systems. Initially, it was agreed that the IM and AIS systems would be modified to consume an EMC provided DLL in order to write files to the EMC Centerra / CUA. While significant work was performed by Indico and the County towards this approach, Dallas County ultimately determined that the performance of the Centerra/ CUA solution was not adequate for the needs at hand.

After re-evaluating the Centerra/CUA approach, Dallas County has determined that the more viable solution will be to have the IM and AIS systems store selected binary data on a shared NAS device. The IM_DA and IM_BOOKING web services will be modified to eliminate the transport of the binary data itself and deliver a system path to the file instead.

In order to facilitate the loading of larger file attachments into the IM system, the County has requested that Indico provide a streaming file upload solution to minimize the tax on available bandwidth and the time required to upload files during the attachment process.

2.0 SCOPE - (Services to be provided by Vendor)

The Contractor (Indico Corp.) agrees to provide the following software development services required to achieve the stated goal of causing the PSR application to store selected, unstructured binary data in a centralized and shared NAS storage device in furtherance of this centralized document storage solution.

PSR- Records Management System
A. Design analysis will be performed to calculate for load balancing allowing
maximum data throughput in a streamed upload environment. The vendor will
provide components for streamed file upload that may be configured to the
values determined by design analysis.

B. Application will be modified in such a manner as to cause the following data
elements to be stored to and retrieved from the shared NAS device when they
are captured / queried from within the RMS application as an alternative to
storing and retrieving these files directly from the 1M databases. File types to be
supported include .pdf, .jpeg, .jpg, .gif, .mpeg, .avi, .doc. Indico will cause files to
be written to a shared NAS device accessible via network drive. The PSR
application will store its unstructured binary files in a file system defined as
follows:

\texttt{Drive\langle OriCode\rangle\langle Module\rangle\langle PrimaryKey\rangle\langle ChildKey\rangle\langle DocumentType\_GUID\_ext}}

- **Drive:** Shared Physical Drive on which file structure resides
- **OriCode** = 9 character identifier for the agency
- **Module** = IM module contributing the file, (Incident Attachments, Incident
  Images (crime scene photos), MasterName, MasterVehicle, MasterProperty)
- **PrimaryKey** = primary key of the record
- **ChildKey** = Sequence
- **FileName** = FileType\_GUID\_Extension

Affected PSR modules:

a. Incident Attachments
b. Incident crime scene images
c. Incident property/evidence images
d. Master Name images
e. Master Vehicle images

C. Compressed file upload and retrieval

In an effort to reduce the number of places in core application code that are
required to compress and decompress files, Indico will be providing a streaming
upload functionality instead. This streaming upload may be configured by the
County to limit or control upload bandwidth and ensure that large amounts of
data may be spread over more time and reduce stress on the end user's
connection.

**IM DA Web Services**

D. IM DA Web Services will be modified to eliminate the transport of unstructured
binary data and replace that content with a UNC file path for the storage location
of the file residing on the NAS.
E. **Unit/Integration testing** - Indico will provide resources for the purposes of performing unit and integration testing. Application modifications will be tested internally by Indico personnel to ensure proper operation with the existing functionality of the RMS system.

F. **End to End testing** - Indico will work with the County IT staff and representatives of the user base to test the PSR application functionality as well as the interface between the PSR-RMS system and the AIS system with regard to the IM_Booking and IM_DA web service interfaces from End to End to ensure proper and efficient operation of the system as designed.

G. **User Acceptance Testing**: Indico will provide resources who will work with County staff in developing a final acceptance test plan. Indico will also provide resources to work with County staff in coordinating/executing the final test plan. Upon successful completion of the final user acceptance the project will be considered delivered.

**Cost Chart**

<table>
<thead>
<tr>
<th>#HOURS</th>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>LINE TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>110</td>
<td>1</td>
<td>The IM application will be modified to store its Incident/Offense, Property/Evidence and Master Name attachments in the Dallas County Data Vault</td>
<td>125</td>
<td>12,500.00</td>
</tr>
<tr>
<td>120</td>
<td>2</td>
<td>Modify IM Book-In and DA Web Services to include file path in xml message schema.</td>
<td>125</td>
<td>7,500.00</td>
</tr>
<tr>
<td>80</td>
<td>3</td>
<td>Integrate streaming upload component into the IM file upload utility.</td>
<td>125</td>
<td>10,000.00</td>
</tr>
<tr>
<td>80</td>
<td>4</td>
<td>System Testing - IM Application</td>
<td>125</td>
<td>10,000.00</td>
</tr>
<tr>
<td>100</td>
<td>5</td>
<td>Interface Testing AIS-DA and BOOK-IN Web services</td>
<td>125</td>
<td>12,500.00</td>
</tr>
<tr>
<td>10</td>
<td>6</td>
<td>Modify existing system documentation</td>
<td>125</td>
<td>1,250.00</td>
</tr>
<tr>
<td>30</td>
<td>7</td>
<td>Miscellaneous Programming on existing Interfaces</td>
<td>125</td>
<td>3,750.00</td>
</tr>
<tr>
<td>63</td>
<td>8</td>
<td>Design Analysis (Storage/paths/load)</td>
<td>125</td>
<td>7,875.00</td>
</tr>
</tbody>
</table>

**DCIM Maintenance subject to 14K increase**

**PROJECT SUBTOTAL** 65,375.00

**Annual Maintenance and Support Services**

Indico shall provide the standard maintenance and support services for this data.
storage solution.

**Additional Responsibilities**

For the testing of the above system modifications, County will provide adequate hardware and software resources to enable a segregated testing environment that is in no way connected to production resources. County will also be responsible for providing adequate personnel to coordinate and perform testing with the vendor.

A. Any necessary modification on the AIS side to capture and process the modified IM_DA data packet will be the responsibility of County.

B. **Issue Resolution:** In order to ensure continued forward progress on this project, both development teams shall have available a point of contact at all times during business hours (8:00 AM – 5:00 PM, M-F) to address and respond to any issues or concerns of either party which require input of the other team. All issues and concerns shall have written responses no later than one hour from the time that notification is made of such issues or concerns whenever possible.

C. **Communication Plan:** All communications between the parties of this project shall be delivered in such a manner as to include both the County’s and Vendor’s Project Managers.

D. **Integration Testing:** County will provide timely support of all integration/interface testing required for final acceptance of this project.
February 16, 2010

To: Commissioners Court
From: Rodney Christian, Assistant Chief - IT Operations
Subject: Oracle Licensing True-up

BACKGROUND
Dallas County has been using Oracle products since 1998 when the Oracle Financials System was deployed. Since that deployment, the County has expanded its use of Oracle databases for a number of applications such as Kronos Timekeeping, Sheriff’s Imaging, County-wide Receipting, Work Order Management, Felony Collections and OnBase Imaging.

In 2007, Oracle performed an audit to compare the number of licenses purchased to the software deployed. The Oracle License Management Services (LMS) audit started on December 12, 2007 and was completed on March 5, 2008. The results presented to IT Management showed a deficiency in licenses purchased when compared to the number of licenses in use. The cost to come into compliance was approximately $320,000. Since Dallas County was assessing opportunities to re-platform the Oracle environment (upgrade the computer hardware), the license settlement was put on hold to await the final plan and true-up licensing at one time.

The re-platforming effort has been put off until at least FY 2011 and Oracle has requested a revisiting of the LMS audit. In December 2009, working with Dallas County’s Enterprise Architect and Oracle Database Analysts, it was confirmed that Dallas County is still over-deployed on Oracle licensing.

Oracle presented its findings to Dallas County in early January 2010. Oracle has agreed to not require true-up since 2007 or invoke any penalties on the County. However, they are requesting that the County purchase the necessary licenses to match the software in use. The cost for the additional necessary licensing is $274,988.32 (with the 44.5% discount through Texas DIR pricing).
How Available Licenses Were Exceeded
Software deployed may exceed licenses when one or more of the following occur:

a. Software is deployed onto another server / computer.
b. New test environment servers are added, requiring the minimum named user licenses for those test servers.
c. Servers are upgraded with newer, multi-core processors. (Oracle, like many software vendors, charges by the processor). The simple process of moving from an old server to a newer server can impact the licensing requirement.

In this instance, the contributing factors for the over-deployment are: c) Upgrading server platforms to multi-core processors and b) the expansion of testing environments.

All future upgrades to Oracle platforms must include an impact assessment of licensing costs.

Proposal
It is proposed that Dallas County purchase the required number of Oracle licenses to be in compliance with the number of licenses deployed in both the production and test environments. Please see the attachment for a breakdown of licenses needed.

IMPACT ON OPERATIONS
There will be no impact to operations by purchasing the licenses in use. Discontinued use of the oversubscribed licenses is not an option. The licenses have been in use for more than 2 years.

STRATEGIC PLAN COMPLIANCE
The purchase of the requested licenses is consistent with Strategy 1.4 of the County’s strategic plan: Improve the Customer Experience by implementing Standards of Operation, Innovation and Technology.

LEGAL IMPACT
None.

FINANCIAL IMPACT
The total one-time cost for the additional licenses and 12 months of support is $274,988.32. Support costs for future years will be included in the Office of Information Technology budget for software maintenance.

Funding to purchase the licenses is available in the Major Technology Fund, Unallocated Reserves.
RECOMMENDATION
The Office of Information Technology recommends that the Commissioners Court approve
the proposed purchase of additional Oracle licenses to be in compliance with the number of
software components deployed in both the production and test environments. The cost of
the licenses and support is $274,988.32. Funding for this request is available from the
Major Technology Fund, Unallocated Reserves.

Recommended by:

Rodney Christian, Assistant Chief - IT Operations
Attachment

<table>
<thead>
<tr>
<th>Product</th>
<th>Licenses</th>
<th>Support</th>
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<td>Oracle Database Enterprise Edition - Processor Perpetual 2</td>
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<tr>
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<tr>
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<tr>
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<td>1,498.42</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$274,988.32</strong></td>
</tr>
</tbody>
</table>

* Named User licenses are used for testing. They are less expensive than Processor licenses. A minimum of 25 Named User licenses are required for each processor.
February 16, 2010

TO: The Honorable Commissioners Court

THROUGH: Rodney Christian, Acting Chief Information Officer

FROM: Bill Brown, Senior Project Manager

SUBJECT: Personal Services Agreement for Craig Morrissey in Support of DCSO Projects

BACKGROUND

Craig Morrissey is available for a six month personal service contract. He has ten years of law enforcement background and has ten years of Indico Records Management System knowledge. Over the past three years he has been our primary vendor contact and implementation team member on:

- Dallas County Sheriff’s Office (DCSO) Records Management System Implementation,
- DCSO Accident Module Implementation (State Accident Reporting),
- DCSO 2010 Accident Reporting Implementation,
- DCSO Dallas County Incident Module Implementation and On-going Agency Roll-out,
- DCSO Electronic Booking and DCSO Electronic Booking AIS Interface,
- DCSO/DA Intake Electronic Case Filing and DCSO Efile AIS Interface, and
- Resolution of Mitigation of System to System Duplicate Records.

IT Services is requesting the Commissioners’ Court to approve a six month personal services contract that will allow him to continue his work with the county by performing the following tasks:

- DCIM and RMS Training Support,
- DCIM and RMS Backup On-Call Support, Systems Administration, and Issue Resolution,
- DCIM/RMS Special Report Generation (as required),
- DCIM Roll-out and NIEM Interface Implementation Tasks and Team Member,
- DSCO DMU and Intake DA Internal Support of Electronic Booking and Case Filing.

OPERATIONAL IMPACT

Craig will help insure success for first agencies roll-outs on DCIM and for NIEM interface roll-outs of SWRCC and Irving Police Department. He will provide supplemental user support to RMS, DCIM, DCIM/AIS Electronic Booking Interface, and DCIM/AIS Case Filing Interface. Craig is very familiar with county law enforcement systems, personnel, and processes. As a result, he will immediately be effective in support of law enforcement users, projects, and systems.
STRATEGIC PLAN

Vision 3 Dallas County is a safe, secure, and prepared. This proposed software license funding will continue law enforcement information sharing initiatives in support of a safe, secure, and prepared Dallas County.

LEGAL CONSIDERATIONS

Attached is Personal Services Contract for Craig Morrissey. It has been reviewed and approved by Dallas County District Attorney’s Office, Dallas County Risk Manager, and Craig Morrissey.

FISCAL IMPACT

The contracted position is Contractor (knowledge area expert) at a cost of $80.00 per hour for a contract total not to exceed $83,200. Because of the short contract time frame and limited cost, asking Commissioners’ Court for a waiver of contract provision to maintain professional liability insurance for five years beyond the length of the contract.

RECOMMENDATION:

It is recommended that Dallas County Commissioners Court authorize this six month personal services contract with Craig Morrissey for the aforementioned services in the amount not to exceed $83,200. The contract will be funded through JAG grant in support of Dallas County law enforcement systems.

Recommended by:

Rodney Christian, Acting Chief Information Officer
COUNTY OF DALLAS §
STATE OF TEXAS §

PERSONAL SERVICES CONTRACT ("Contract")
between
DALLAS COUNTY, TEXAS ("County")
and
CRAIG MORRISSEY ("Contractor")

1. PURPOSE

This Contract is entered into by and between County and Contractor in accordance with the Commissioners Court Order and pursuant to the authority granted by the Texas Local Government Code Chapter 262 for functional project and administrative support services relating to Dallas County Incident Module Project Roll-out, DCIM NIEM Standard Interfaces, and DCSO RMS Administrative Support. The specific services of Craig Morrissey or Contractor is critical in the process of achieving this goal in the most efficient manner, due to Contractor's ten years of law enforcement background, and ten years of his experience and knowledge of Indico's Records Management Systems. Contractor will provide law enforcement agency training as well as DCIM RMS report development. Contractor has three years of working knowledge on DCSO RMS, Accident Module, AIS Electronic Booking and Case Filing. His knowledge and expertise in these efforts and on the DCIM project has been outstanding. Therefore, it is expected that his dedicated efforts to the success of these aforementioned projects and initiatives will continue.

2. TERM

Unless otherwise stated in this Contract, the Term of this Contract will be from February 17, 2010 through August 13, 2010.

3. SCOPE OF SERVICES

Contractor shall provide services for the entire Term of this Contract. Contractor shall be available 24/7 (twenty four hours per day, seven days per week) to perform the following services, including, without limitation:

A. DCIM and RMS Training Support;
B. DCIM and RMS Backup/On-call Administration Support and Issue Resolution;
C. DCIM / RMS Special Report Generations (as required);
D. DCIM & NIEM Interface Implementation Tasks/Team Member; and
E. DCSO DMU and Intake DA Internal Support of Electronic Booking and Case Filing.

The hours of availability to perform the services shall not be counted as the hours of performing services.

4. PAYMENT FOR SERVICES

A. Contractor agrees to submit to the Chief Information Officer ("CIO") complete, fully documented and accurate itemized statements of invoices with appropriate/applicable attachments, statistical and programmatic documentation reports, as required by County for
the performed services no later than the Fifteenth (15th) and the Thirtieth (30th) of the calendar month following the prior month's Services.

B. Each statement shall be in a form acceptable to the Dallas County Auditor, and shall include details of the services rendered as may be requested by the Auditor for verification purposes. The statement shall, at a minimum, include a description of the services, the day(s) and the amount of time during the day(s) that Contractor performed the services, and the total amount billed for services rendered.

C. After receipt of the statement, the CIO shall review the statement and approve it with any modifications deemed appropriate and thereafter forward the statement with any modifications to the County Auditor for payment. **Contractor shall hold harmless and indemnify the County for any discrepancy between the amount submitted for payment and the actual payment finally approved by the County.**

D. Within thirty (30) business days of receipt of statement, County agrees to compensate Contractor from available designated fund at a pro-rated value of Eighty-Five and 00/100 Dollars ($85,00) per hour for performing such services. 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, 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 rendered.

E. **Not to Exceed Amount.** The maximum amount to be paid under this Contract is Eighty-Eight Thousand Four Hundred and 00/100 Dollars ($88,400.00).

F. Contractor 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 Contract 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.

G. **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.

H. **Administrative Controls.** Contractor shall establish, document and maintain adequate administrative and internal controls to ensure that only allowable and valid costs are billed to County for Services intended under this Contract. Contractor must refund any expenditures or payments that are not within the scope or intent of this Contract.

5. **EXPENSES**

Unless prior written approval by County is obtained, Contractor shall be responsible for all mileage, parking fees and/or other expenses related to the fulfillment of the requirements of the Contract.
Upon County’s prior written approval for travel, living and out of pocket expense, County shall reimburse Contractor for mileage and other expenses related to the fulfillment of the requirements of the Contract to the extent that such expenses are reasonably consistent with County policies for such reimbursements and expenses.

6. 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 County determine it reasonably necessary, Contractor shall make all of his records and books reasonably related to this Contract available without delay to authorized County personnel to fulfill inspection or auditing deadlines and 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.

7. INDEMNIFICATION

A. To the fullest extent authorized by law, Contractor, including his elected officers, employees, directors, agents, volunteers, subcontractors and assigns (referred collectively as “Contractor”) shall waive, release, indemnify and hold harmless County, including its Commissioners, Judge, assigns, elected officers, directors, employees, agents, and any third parties with whom County has or may in the future contract with to perform any aspect of County's Information Technology business functions (referred collectively as “County”), from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and expenses (whether based upon tort, breach of contract, patent, trademark or copyright infringement, or other intellectual property infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance, or otherwise), whether known or unknown, including, without limitation, legal and related legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from (1) any actual or alleged intentional or negligent act or omission of, or default in the performance of, attempted performance of, or failure to perform, Contractor’s obligations pursuant to this Contract by 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;

B. No Indemnification by County. Contractor acknowledges and agrees that Dallas County is prohibited by Article XI, Section 7 of the Texas Constitution from indemnifying him or any other third party for damages arising under this Contract.

C. Hold Harmless by Contractor. Contractor expressly agrees that he will act under this Contract as an independent contractor in accordance with the terms of this Contract and to hold County free and harmless from any and all claims, liabilities, losses, damages, costs and expenses arising from or with respect to any acts of Contractor which give rise to claims that such acts were committed by or on behalf of Dallas County, or by or on behalf of Contractor acting in the role of Contractor or otherwise.

D. Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor 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 in this regard. Contractor shall defend, hold harmless and indemnify the County for damages resulting from such defects, errors or omissions.

E. Survival. 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.

8. INSURANCE

A. Without limiting any of the other obligations or liabilities of the Contractor and each of his subcontractors, Contractor agrees that he will have and maintain, and will require his subcontractors to have and maintain, at own expense, in full force and effect minimum insurance for themselves, including their officers, employees, agents, representatives, volunteers and subcontractors (collectively, "Contractor") with companies approved by the State of Texas and satisfactory to County.

B. As a condition precedent to commencement of any work, within ten (10) calendar days after the Effective Date of this Contract, Contractor shall furnish to the Dallas County Director of Purchasing (at the same address given below under this Insurance heading) the following minimum insurance coverage that show the County as the certificate holder and covers the period of the Term of this Contract and any renewals:

1) Statutory Workers' Compensation Insurance that meets the requirements of the Texas Workers' Compensation Act, Title 5, Subtitle A of the Texas Labor Code, or, if self-
insured, then Contractor must provide to County evidence of a certificate issued by the Workers' Compensation Commission approving such self-insurance. If Contractor has no employee (as defined by the Texas Workers' Compensation Act), Contractor shall provide County with a sworn Affidavit in lieu of a Certificate of Insurance, which Affidavit shall be attached and incorporated into this Contract by reference for all purposes, and which shall state that there is no employee. In the event that any work is subcontracted, 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. Contractor shall bear the burden of all workers' compensation coverage for all of his subcontractors and subcontractors' employees who do not have workers' compensation coverage. Contractor also 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 an appropriate insurance carrier, or in the case of self insurance, with the Texas Workers' Compensation Commission. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

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<th>Types of Coverage</th>
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<td>Workers' Compensation</td>
<td>Statutory</td>
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<td>Employer's Liability</td>
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<td>Bodily injury by Accident</td>
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<td>Bodily injury by Disease</td>
<td>$500,000.00 Policy Limit</td>
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2) **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 there after 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.

3) **Commercial General Liability Insurance, including Contractual Liability Insurance.** Contractor shall maintain Commercial General Liability Insurance coverage for the following: (a) Premises Operations; (b) Independent contractors or consultants; (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 a limit not less than Five Hundred Thousand and 00/100 ($500,000.00) for bodily injury, property damage, and blanket contractual coverage per occurrence with a general aggregate of Five Hundred Thousand and 00/100 ($500,000.00) and products and completed operations aggregate of Five Hundred Thousand and 00/100 ($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 and volunteers, or such additional coverage or increase in limits, including those contained within any bid specifications.

4) **Commercial Automobile Liability Insurance.** Any liability associated with the operation of a vehicle by Contractor, his agents or employees, in connection with the performance of services under this Contract shall not be the responsibility of the County.
C. Contractor agrees that, with respect to the above referenced insurance, all insurance contracts/policies will contain the following required provisions:

1) Name County, including his elected officers, employees and authorized agents, as additional insureds (as the interest of each insured may appear) as to all applicable coverage.

2) 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.

3) 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.

4) 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

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

D. Contractor shall be solely responsible for all cost of any insurance as required here, any and all deductible or self-insured 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.

E. It is the intent of these requirements and provisions that Contractor’s insurance covers all cost and expense so that the County, including its elected officials, officers, employees, volunteers, agents and representatives will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this Contract.

F. Insurance certificates. The certificates of insurance shall list Dallas County as the certificate holder. Any and all copies of Certificates of Insurance shall reference this Contract for which the insurance is being supplied. 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, 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 five (5) year tail coverage, unless specifically approved in writing and executed by the County’s Director of Purchasing 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 by County shall not relieve or decrease the liability of the Contractor.

I. 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 to:

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

2) Withhold any payment(s) which become due to Contractor until Contractor demonstrates compliance with the requirements 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 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) Any combination of the above.

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. Acceptance of the services, or failure to act 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.

L. 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.
M. **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.

N. **Insurance Lapse.** Pursuant to Section 94.73 of the Dallas County Code, if the Contractor fails to maintain the insurance required under the Contract continuously at all times during the period stated in the Contract, or otherwise has a lapse in any of the required insurance coverage, including workers' compensation coverage, the Contractor 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 Contract Sum for a period of six (6) months from the date of the cure of the insurance lapse or the date the Contract 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 Contractor does not maintain insurance as required by the Contract, the Contractor shall immediately cure such lapse at the Contractor’s sole cost and expense, and pay the County in full for all costs and expenses incurred by the County under the Contract as a result of the Contractor’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 Contractor by the County under the Contract. If the monies owed to the Contractor under the Contract are less than the amount required to cure the lapse in coverage, the Contractor shall pay such monies to the County upon written demand. Moreover, upon any lapse of the required insurance by the Contractor, the County shall immediately retain five percent (5%) of the total value of the Contract 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 Contractor by the County under the Contract 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 Contract has terminated, expired, or otherwise ended, whichever is later. If no claims are 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 Contractor 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 Contractor’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 Contractor upon written demand by the County.

9. **TERMINATION / SUSPENSION**

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

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

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

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

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

Rodney Christian, Acting CIO
Dallas County Management Info. Syst.
509 Main Street, 6th Floor
Dallas, TX 75202

Craig Morrissey
4200 Pompei Ct
Rockwall, TX 75087
(214) 998-7948

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 laws. 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 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 federal, State, and local statutes, ordinances, rules, regulations, grant requirements, licenses, legal certifications, or inspections required for the Services, facilities, equipment, or materials. 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 agents or employees, 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 prior written consent of 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. County approval to transfer or assign Contractor's interest in this Contract to an entity that acquires all or substantially all of Contractor's assets is subject to formal approval by the Dallas County Commissioners Court. 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/program/interface/deliverable 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. **Ownership of County Data.** All County Data shall remain the property of County. The County Data shall not be otherwise used, disclosed sold, assigned, leased or provided, or commercially exploited by or on behalf of Contractor and his personnel, including, without limitation, employees, officers, agents, subcontractors, invitees, third party vendors, or assigns (collectively, "Contractor"), to any third party in any respect without County's written consent. 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). 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 it may possess or control.

B. Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the services under this Contract, unless authorized by law. Contractor agrees to 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.

C. **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 was identified as confidential at the time of disclosure or inspection; or (4) recognized by statute as confidential.

D. **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 this Contract, including, without limitation, information of an operational, technical or financial nature related to County.

E. **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.

F. 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.

G. 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 hereto, 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.

H. 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.

I. 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.

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 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.** To the extent Contractor has access to County facilities and systems, 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. In the event that 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.** To the fullest extent allowed by law, 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 neither he nor his employees, volunteers, agents or officers shall receive personal benefits, commission, consideration, 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 he 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 his 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 his 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. Personnel.

1) Personnel Qualifications. Contractor warrants that all personnel he uses under this Contract (the "Contractor Personnel") shall be: employees of Contractor or, if applicable, Contractor's subcontractor(s), fully qualified and licensed to perform the tasks assigned them, and in compliance with all applicable immigration laws. Contractor shall identify to County all third party contractors and subcontractors, and their roles and responsibilities, upon request. Contractor shall be solely responsible for payment of all wages, benefits, worker's compensation, disability benefits, unemployment insurance, as well as for
withholding any required taxes for all Contractor Personnel in accordance with applicable federal, state, and local law. Contractor agrees to provide County with information regarding individual Contractor Personnel or proposed Contractor Personnel as County may reasonably request.

2) **Personnel Cooperation.** Each party recognizes the importance of cooperation among their respective employees, and each party will use commercially reasonable efforts to ensure positive working relationships between the parties so as to ensure timely completion of their respective tasks.

3) **Replacement or Removal of Contractor Personnel.**

   a) **County Initiated Request of Removal of Contractor Personnel.** County may, upon a written notice to the Contractor or the person signing this Contract, require Contractor to remove an individual immediately from providing Services for the following reasons: violation of the terms and conditions of this Contract; violation of County’s work rules and regulations; criminal activity; violation of state, federal, or municipal statutes; and engagement by said individual in activities that could be detrimental to County or County personnel. Contractor shall replace the removed individual with another Contractor Personnel as appropriate.

   b) **Replacement of Contractor Personnel.** Contractor shall have the right to make reasonable and necessary changes to the list of Personnel in order to accomplish the purposes of this Contract upon immediate written notice to the County Chief Information Officer (CIO). Any changes in the Personnel shall be made utilizing persons of similar background, experience and credentials and shall be for the benefit of County. Contractor shall not be required to obtain County’s prior approval of temporary changes due to vacation or illness of Personnel, but must provide immediate written notice to the County (CIO). If the temporary change in Personnel is for a period to exceed thirty (30) business days, Contractor shall be obligated to seek the County’s approval, which will not be unreasonably withheld.

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, Texas Family Code, Contractor 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 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 he nor any of his 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. Contractor assures that he 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 he or a third party may have in the services required under this Contract.

J. **Best Efforts to Minimize Costs to County.** Contractor shall use his 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.

K. 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.

L. **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.

M. **Illicit Code.** Contractor warrants that (a) unless authorized in writing by County, or (b) necessary to perform valid duties under this Contract, any programs developed by Contractor personnel under this Contract or provided to County by Contractor for use by Contractor or County shall, when delivered and installed by Contractor: (i) contain no hidden files; (ii) not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides; (iii) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; (iv) contain no key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which restricts or may restrict use or access to any programs or data. Provided and to the extent any program has any of the foregoing attributes, and notwithstanding any other provision of this Contract to the contrary, Contractor must remove any such Illicit Code from the Licensed Software immediately upon request of County. With respect to any disabling code that may be part of the software, Contractor shall not invoke such disabling code at any time for any reason. If, at any time, the licensor of any third party software shall invoke or threaten to invoke any disabling code in any third party software licensed to Contractor which could adversely affect the services provided under this Contract, Contractor shall use his reasonable efforts to preclude such action on the part of such licensor.

**27. CONTRACTOR’S WARRANTIES**

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

B. **Warranty of Contractor’s Capability.** Contractor warrants that he 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 he is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Contract.
C. **Professional Quality.** Contractor warrants to County that all materials and services will be of professional quality conforming to generally accepted practices, and that all services provided under this Contract will be performed in a manner consistent with that degree of care, qualification and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such services, then Contractor will perform all services in a good and professional manner that meets County’s goals and objectives as stated herein as well as otherwise adds value to and/or improves the performance of County’s expectations, objectives and purposes as stated in this Contract. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty extends for ninety (90) business days past termination or expiration of this Contract. This warranty is limited to rework of the unsatisfactory product without change to the original specifications and without regard to the amount of the effort expended on the original work product.

28. **TRANSITION SERVICES REQUIRED OF CONTRACTOR**

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

29. **TAX**

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

The fees paid to Contractor pursuant to this Contract are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Contract and based upon or measured by Contractor’s cost in acquiring or providing products and/or services and related materials and supplies furnished or used by Contractor in performing 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.
30. SIGNATORY WARRANTY

The undersigned signatories for the parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Contract and that they have full and complete authorities to enter into this Contract on behalf of their respective organizations and that the executions thereof are the acts of the parties involved and have been delivered and constitute legal, valid and binding obligations of the respective parties.

EXECUTED THIS ______________ DAY OF ________________________ 2010.

COUNTY:                                               CONTRACTOR:

BY: Jim Foster                                       BY: Craig Morrissey
     Dallas County Judge

Recommended:

BY: Rodney Christian
    Acting Chief Information Officer, MIS

*Approved as to Form:

BY: Bob Schell
    Chief, Civil Division
    Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its 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).
February 16, 2010

TO: Commissioners Court

THROUGH: Linda S. Boles, Assistant Purchasing Agent

FROM: Gloria Torres, Senior Buyer

SUBJECT: RFP No. 2010-019-4793 Request for Proposal for Substance Abuse Treatment Services for the Dallas County DWI Courts

Background/Issue
On January 7, 2010, by authorization of the Commissioners Court, the aforementioned solicitation was opened and one proposal was received. The purpose of this briefing is to recommend the award of RFP 2010-019-4793.

Operational Impact
The purpose of this solicitation is for qualified professional services providers to provide outpatient substance abuse treatment and counseling services to adult offenders charged with a criminal offense and evaluated to be chemically dependent.

Recovery Healthcare Corporation was the only firm to respond to the solicitation. The Purchasing Department contacted some of their firms who received the solicitation but did not submit a response. General responses received indicated that they do not have a specific program in place to perform the services required and/or that the cost to start-up a program of this type would be prohibitive. Due to the lack of interest in this solicitation, Purchasing proceeded with opening the sole response and distributed packets to the respective committee members for evaluation and scoring.

The Evaluation Committee consisted of representatives from the following County departments: Budget Office, Community Corrections and Supervision Department, Criminal court #5, Criminal Court Manager’s office and the District Attorney’s Office with the M/WBE compliance requirements solely reviewed and evaluated by the Dallas County M/WBE Program Coordinator.

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<td>III. Cost</td>
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509 Main Street, Suite 623, Dallas Texas 75202-3340
(214) 653-7431 • Fax (214) 653-7878 • gtorres@dallascounty.org
Legal Impact
Per the requirements of the RFP, specific information on the content of the proposals will not be disclosed until all contractual agreements have been completed and executed.

Financial Impact
The DWI Court has approximately $28,178 available through a Community Justice Assistance Division (CJAD) grant for treatment services to be provided through this contract.

Strategic Plan Compliance
This RFP supports Vision 1, Strategy 1.3 of the Dallas County Strategic Plan by providing a sound, financial, responsible and accountable governance.

Recommendation
The Evaluation Committee recommends that RFP No. 2010-019-4793 Request for Proposal for Substance Abuse Treatment Services for the Dallas County DWI Courts be awarded to Recovery Healthcare Corporation.

Should the Court concur with this recommendation, a Court Order will be scheduled for the next available Formal Agenda.
February 10, 2010

TO: Commissioners Court
THROUGH: Ryan Brown, Budget Officer
FROM: Office of Budget and Evaluation Staff
SUBJECT: Hiring Freeze Exceptions

The following departments have requested exceptions to the hiring freeze. Additional documentation is available for further reference.

**Constable Precinct 5, Cortes – Not Recommended**
Constable Precinct 5, Cortes is requesting a hiring freeze exemption in order to fill a Deputy Constable I, Grade 66 position (Pos. #7849) in the Traffic section. Filling the Deputy Constable I, Grade 66 position will result in a cost of $4,757 per month including benefits. The Office of Budget and Evaluation does not recommend an exception to fill a Deputy position at this time.

**Tax Office – Recommended**
The Tax Assessor/Collector requests a hiring freeze exception to fill a Grade 7, Clerk III position (position #756). The position is recently vacant due to the incumbent being transferred to a different position. This position is critical during tax peak season. Filling this position will result in a cost of $1,378 per month including benefits to the General Fund.
DATE: February 10, 2010
TO: Commissioners Court
THROUGH: Ryan Brown, Budget Officer
FROM: Ronica L. Watkins, Senior Budget & Policy Analyst

SUBJECT: Rationale for Same Date Briefing and Court Order

The Texas Department of Criminal Justice Interlocal Cooperation Contract requires authorization by the Dallas County Commissioners Court for the continuation of funding for the contract. The current contract ended August 31, 2009. The required quick turnaround of the submission necessitates the same date briefing and Court Order. A timely approval is essential, therefore, the referenced briefing and Court Order will be presented during February 16, 2010 Commissioners Court.
February 10, 2010

TO: Commissioners Court

THROUGH: Ryah Brown, Budget Officer

FROM: Ronica L. Watkins, Senior Budget and Policy Analyst

SUBJECT: Texas Department of Criminal Justice Continuation Funding
(Court Order on Formal Agenda)

Background
Dallas County has been awarded a two year funding extension in the amount of $150,000 to reimburse a portion of the Criminal Justice Diversion Director’s salary. Dallas County entered into an Inter-local Agreement with the Texas Department of Criminal Justice (TDCJ). The Texas Department of Criminal Justice has notified Dallas County of continuation funding. The purpose of this briefing is to provide Commissioners Court with information concerning the continuation funding.

Operational Impact
The goal of the project is to provide funding for a Director position dedicated to the County Divert programs and services to streamline and effectuate the multiple County Divert programs and services.

Legal Impact
Financial records, supporting documents, offender records, statistical records, audit work papers, audit reports, and all other records pertinent to the Contract shall be retained for a period of three years with qualifications as outlined in the contract. The Civil District Attorney’s Office has reviewed and approved the contract.

Financial Impact
The contract is to begin September 1, 2009 and shall terminate on August 31, 2011. The total amount of the Contract shall not exceed $150,000.

Recommendation
The Office of Budget and Evaluation recommends the acceptance of the contract extension and authorize the County Judge to sign the contract on behalf of the County.
February 16, 2010

MISCELLANEOUS

1) CONSTABLE, PRECINCT NO. 1 - requests approval for six deputies to attend a Mandatory In-Service Training Seminar in Austin, Texas on February 21-25, 2010, in a Constable vehicle with gas credit cards and no other expense to Dallas County.

2) PLANNING & DEVELOPMENT - requests approval for a 30-day contract extension to Eric Miller Homes for the demolition and reconstruction project located at 11617 Spence, Balch Springs, Texas (Bid No. 2010-006-4677). This extension is being requested due to inclement weather at the start of the project which delayed the foundation preparation. Staff requests that the revised completion date of February 28, 2010 be accepted for this contract.

3) PURCHASING - requests approval:
   a) to cancel Bid No. 2008-012-3184, Annual Contract for the Purchase of Commercially Prepared Media Reagents and Stains to Fisher Scientific effective January 12, 2010. Fisher has notified Dallas County that it cannot honor the pricing submitted in this bid due to recent increases from the manufacturer. The Purchasing Department is not recommending disqualification of the vendor from participating in Dallas County solicitations due to the need of the department to make changes to the contract and current economic market conditions. In addition, Fisher Scientific has been the awarded vendor for other current annual contracts and has an excellent history with the County. (A court order has been placed on the formal agenda for immediate action).
   b) to waive the Umbrella/Excess and Pollution liability insurance requirement as outlined in RFP No. 2009-071-4358, Request for Proposals for Residential Mechanical Services as awarded to Alaniz Complete Service LLC for the period of October 19, 2009 through November 30, 2009. No claims occurred during this period and the vendor has since provided insurance as required.
   c) to waive the General Liability insurance requirement as outlined in Bid No. 2010-007-4703, Annual Contract for the Purchase of Paper for Office use as awarded to Berndt Business Forms, for the period of December 1, 2009 through January 5, 2010. No claims occurred during this period and the vendor has since provided all the insurance as required.
4) **IT SERVICES** – requests approval to reimburse Oran Curtis Hettich in the amount of $102 for travel expenses incurred in support of the APS Citation system during the month of January, 2010. Mr. Hettich is often required to travel from his base office to Sheriff’s and Constable’s offices around the County. Funding is available from the Major Technology Fund, Mileage Reimbursement (195.01090.01080). Recommended by the Office of Information Technology.

5) **AUTO SERVICE CENTER** – requests approval:

a) to the purchase of 20 Push bumpers authorized for stock - The Push bumpers are to be used as wreck replacements. On any front end damage to police vehicles, upon return from body shop, push bumpers either have to be repaired or replaced. Most of the time, these cannot be repaired.


The cost is $160.30 ea x 20 = $3,206 and a total Freight charge of $266.83

**Total charge to Maintenance account, $3,473**

Recommended by the Office of Budget and Evaluation.

b) New Spot Lights - Due to recent Budget cuts, Sheriff Freeway wreck replacements are coming from the Admin vehicles recently turned in by the sheriff's department. These cars are Colored, (green, Blue, gray etc). The Sheriff's Department is pulling the all white Crown Vic's used for other positions and replacing them with these colored cars. The all white cars are then painted and used in Freeway and Patrol. The colored cars (since once used as Admin vehicles) have no spot lights. It is requested by the sheriff's department that these (3) vehicles be equipped with spot lights.

Spot lights With Mounting Kits, are $ 166 ea x (3) = $498
Labor to install $125 ea x (3) = $350

**Total Charge for spot lights $848**

Recommended by the Office of Budget and Evaluation.

02/16/2010
6) **FACILITIES MANAGEMENT** – requests approval for a temporary walk-in cooler rental during the construction and the installation of the new walk-in cooler for the Youth Village kitchen. The total estimated cost of rental is $750 (including pick up/delivery). Funding is available in FY2010 Permanent Improvement Fund (126.2635.1075.70079).

**TRAVEL REQUESTS**

7) **COUNTY CLERK** – requests approval for John Warren, Jim Politz and Ed Bailey to attend the Texas College of Probate Judges, 2-day Regional Workshop in Corpus Christi, Texas on March 24-26, 2010: $2,627.70 is available in General Fund, County Clerk’s Office, Records Management Fund, FY Budget 2010, (00120.4031.94060.2010).

8) **DISTRICT CLERK** – requests approval for Gary Fitzsimmons to attend the County and District Clerks Annual Conference in Amarillo, Texas on June 13-17, 2010: $933.28 ($200 registration fee) is available in General Fund, District Clerk’s Office, Records Management Fund, FY Budget 2010, (00120.4031.094060.2010). *(Previously briefed and approved on February 9, 2010, cost amount and individuals traveling changed).*

9) **IT SERVICES** – requests approval for Nelly Figueira and Peju Aromolaran to attend the Office of Court Administration Meeting in Austin, Texas on March 3, 2010: $379.40 is available in Major Technology Fund, IT Services Department, Business Travel Account, FY Budget 0000, (00195.1090.4010.0000).

10) **PROBATE COURT INVESTIGATOR/VISITOR OFFICE** – requests approval for:

    a) Margaret Webster, Myra Kirkland, Patricia McArdle and Garnett Grevelle to attend the Continuing Education, Texas Association Against Sexual Assault, Sexual Abuse of Persons with Disabilities and Sexual Assault of the Elderly in Waco, Texas on February 18, 2010: $56.17 is available in Escrow Fund, Probate Court No. 1, FY Budget 2010, (00532.4701.2010), $56.17 is available in Escrow Fund, Probate Court No. 2, FY Budget 2010, (00532.4702.2010) and $56.17 is available in Escrow Fund, Probate Court No. 3, FY Budget 2010, (00532.4703.2010).

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b) Margaret Webster, Myra Kirkland, Patricia McArdle and Hank Vermote to attend the 2010 Continuing Education, Advanced Elder Law and Advanced Guardianship Courses in Dallas, Texas on April 15-16, 2010: $737.92 is available in Escrow Fund, Probate Court No. 1, FY Budget 2010, $737.92 is available in Escrow Fund, Probate Court No. 2, FY Budget 2010, (00532.4702.2010) and $737.92 is available in Escrow Fund, Probate Court No. 3, FY Budget 2010, (00532.4703.2010).

11) **SHERIFF** – requests approval for:

a) Captain David Mitchell to attend the TCLEOSE Quarterly Meetings in Austin, Texas on March 3-5, 2010, in a County vehicle with gas credit cards and **no other expense to Dallas County**.


c) Sheriff Lupe Valdez to attend the NIC Large Jail Network Meeting in Aurora, Colorado on March 28-31, 2010: $200 is available in Escrow Fund, Sheriff’s Office, Business Travel Account, FY Budget 2010, (00532.3113.4010.91046.2010).

d) Mickey Tolbert to attend the ABTPA Board Meeting in El Paso, Texas on March 31, 2010 through April 1, 2010, use of Task Force gas credit cards and **no other expense to Dallas County**.

e) Detective Eric Murray and Detective Margorie Decardenas to attend the Homicide Investigators Conference in San Antonio, Texas on April 12-17, 2010, in a County vehicle with gas credit cards and **no other expense to Dallas County**.

12) **HEALTH & HUMAN SERVICES** – requests approval for:

a) Anthony Jenkins, Rudolph Phillips and Bobbie Smith to attend the Texas On-Site Wastewater Research Council Conference in Mesquite, Texas on March 9-10, 2010: $255 (registration fee) is available in General Fund, Environmental Health Department, Training Fees Account, FY Budget 2010, (00120.5211.02460.2010) and $100.20 is available in General Fund, Environmental Health Department, Mileage Account, FY Budget 2010, (00120.5211.01080.2010).
b) Morgan Kohut to attend the How to Maintain an Effective Mosquito Control Program While Squeezing the Most Out of Your Budget Workshop in Fort Worth, Texas on March 18, 2010: $40.30 is available in General Fund, Environmental Health Department, Mileage Account, FY Budget 2010, (00120.5211.01080.2010).

c) Juan Muratalla to attend the TDHCA Advanced Weatherization in Dallas, Texas on February 22-26, 2010, at no cost to Dallas County.

d) Dr. John Carlo, MD to attend the Senate Hearing in Austin, Texas on February 24-25, 2010: $250 is available in Grant Fund, PHIP Department, Training Fees Account, FY Budget 2010, (00466.8723.2460.2010).

e) M. Joyce Brown and Jamie Fitchko to attend the HUD Section 8 Homeownership Training in Fort Worth, Texas on February 25-26, 2010: $62 is available in Bond Funds, HLCC Department, Training Account, FY Budget 2010, (009803.09739.02460.2010).

f) Dr. John Carlo, MD to attend the First Stakeholders’ Working Group Meeting in Washington, DC on March 5-6, 2010, at no cost to Dallas County.

g) Marianne Killgo to train Introduction to STD Intervention in Albuquerque, New Mexico on March 15-26, 2010: $2,855.72 is available in Grant Fund, STD/HIV Prevention Training Department, Conference Training Account, FY Budget 2009, (00466.08709.02460.2009).

h) Edward Bannister to attend the APHL 2010 HIV Conference in Orlando, Florida on March 23-26, 2010: $1,087.40 is available in Grant Fund, VD Epidemiology Department, Conference Training Account, FY Budget 2010, (00466.08742.02460.2010) and $350 (registration fee) is available in Grant Fund, VD Epidemiology Department, Registration Fees Account, FY Budget 2010, (00466.08742.02462.2010).

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

Travel Request with reimbursements going over Dallas County Policy maximum reimbursement schedule:

02/16/2010
Daniel Araiza, Juan Muratalla, Yancey Turner, Mario Garcia II, Glenn Judd and Shawn Gray to attend the 2010 Affordable Comfort, Inc. Home Performance Conference in Austin, Texas on April 19-23, 2010: $10,026 ($3,870 registration fee) is available in Grant Fund, HHS/WAP Grant Department, Training Fee Account, FY Budget 2010, (00466.8305.02460.2010).

13) PROBATE COURT NO. 2 (Judge Robert E. Price) – requests approval to attend the Annual Meeting of the Fiduciary Litigation Committee of the American College of Trust and Estate Counsel in Bonita Springs, Florida on March 8-10, 2010: $1,252 is available in Escrow Fund, Probate Court No. 2, Education Fund Account, FY Budget 2010, (00532.4702.21667.2010).

14) COUNTY CRIMINAL COURT NO. 4 – requests approval for Judge Teresa Love and Mikah Mitchell to attend the Indigent Defense Summit in Austin, Texas on February 23-24, 2010: $1,222.50 is available in General Fund, County Criminal Court No. 4, DDA Account, FY Budget 2010, (00120.4604.2230.2010).

Travel Requests submitted for approval after travel had occurred:

15) HEALTH & HUMAN SERVICES – requests approval for Shannon Monasco to attend the TDHCA National Energy Audit Tool and Mobile Home Energy Audit Training in Austin, Texas on February 16-18, 2010: $581 is available in Grant Fund, HHS/WAP Grant Department, Training Fee Account, FY Budget 2010, (00466.8305.02460.2010).

MISCELLANEOUS EQUIPMENT

| DEPARTMENT: | Health & Human Services – TB Elimination |
| ITEM: | 1 – Chair in Inertia Indigo |
| ESTIMATED COST: | $244 |
| FUNDING SOURCE: | Within Budget |
| EXPENDITURE SOURCE: | 466.0000.02090.2010 (Grant Fund, Health & Human Services, Property less than $5,000, FY2010) |
| PROPOSED ACTION: | The Health & Human Services Department is requesting authorization to purchase the above listed item for the TB Elimination Grant #8701 which was court ordered on September 8, 2009 and assigned court order number 2009 – 1638. Recommended by the Office of Budget and Evaluation. |

02/16/2010
| DEPARTMENT: | Health & Human Services – STD/HIV |
| ITEM: | 1 – Wall Map, Mapsco Base 60 x 49/Mounting and Lamination |
| ESTIMATED COST: | $450 |
| FUNDING SOURCE: | Within Budget |
| EXPENDITURE SOURCE: | 466.0000.02160.2010 (Grant Fund, Health & Human Services, Property less than $5,000, FY2010) |
| PROPOSED ACTION: | The Health & Human Services Department is requesting authorization to purchase the above listed item for the STD/HIV Grant #8740 which was court ordered on January 19, 2010 and assigned court order number 2010 – 0130. Recommended by the Office of Budget and Evaluation. |

| DEPARTMENT: | Health & Human Services – Section 8 Housing |
| ITEM: | 1 – SAFCO Heavy-Duty Platform Trucks |
| ESTIMATED COST: | $172 |
| FUNDING SOURCE: | Within Budget |
| EXPENDITURE SOURCE: | 467.0000.02090.2010 (Grant Fund, Health & Human Services, Property less than $5,000, FY2010) |
| PROPOSED ACTION: | The Health & Human Services Department is requesting authorization to purchase the above listed item for the Section 8 Housing Grant #8001 which was court ordered on November 25, 2008 and assigned court order number 2008 – 2242. Recommended by the Office of Budget and Evaluation. |

<p>| DEPARTMENT: | Office of Information Technology |
| ITEMS: | 2 – Standard Dell Desktop Computers |
| | 2 – Microsoft Office Standard Software |
| | 1 – HP Network Printer |
| ESTIMATED COST: | $3,600 |
| FUNDING SOURCE: | 466.02093.2010.0.0.02510 (Pride Court Grant) |</p>
<table>
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<tr>
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<th>DEPARTMENT:</th>
<th>ITEMS:</th>
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<tbody>
<tr>
<td>5</td>
<td>Office of Information Technology</td>
<td>11 – Windows Server 2008 R2 Standard Licenses</td>
<td>$5,600</td>
<td>195.0.08640.0.0.92053 (Microsoft Site License)</td>
<td>The Office of Information Technology requests Commissioners Court approval to purchase 11 Windows Server 2008 R2 Standard Licenses. These licenses are for the additional servers required for the production and test/dev environments of the OnBase project. Funding is available in 195.0.08640.0.0.92053 (Microsoft Site License). Recommended by the Office of Information Technology.</td>
</tr>
<tr>
<td>6</td>
<td>Office of Information Technology</td>
<td>3 – Cisco 3560 Network Switches</td>
<td>$10,800</td>
<td>195.0.02093.0.0.92055 (Hardware Refresh)</td>
<td>The Office of Information Technology requests Commissioners Court approval to purchase three Cisco 3560-48 port switches. The switches will be used to provide network connectivity for workstations on several floors in Frank Crowley Bldg for the OnBase project and provide network connectivity for the video arraignment project in the George Allen Jail. Funding is available in 195.0.02093.0.0.92055 (Hardware Refresh). Recommended by the Office of Information Technology.</td>
</tr>
<tr>
<td>7</td>
<td>Juvenile Department – Letot Center</td>
<td>2 – Handheld Security Wands</td>
<td>1 – Recharge Kit</td>
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02/16/2010
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<tr>
<td>4011</td>
<td>1 - Copier</td>
<td>$5,700</td>
<td>Within Budget</td>
<td>120.4011.07020.0000 (General Fund, District Attorney's Office, Equipment Rental FY2010)</td>
</tr>
</tbody>
</table>

**PROPOSED ACTION:**

The District Attorney's Office is requesting authorization to lease the above listed item. As part of the FY2010 Memorandum of Understanding with the Texas Department of Family and Protective Regulatory Services / Federal Title IV-E Reimbursement Program (Court Order 2009 2165). The Juvenile Division of the District Attorney's Office was approved to lease a copier for $5,700 for the year. Recommended by the Office of Budget and Evaluation.

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</tr>
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<tbody>
<tr>
<td>1022</td>
<td>Labor, equipment and materials on repair to building and parking lots</td>
<td>$5,868</td>
<td>Within Budget</td>
<td>120.1022.8130.0000 (General Fund, Facilities Management, Building Improvements, FY2010)</td>
</tr>
</tbody>
</table>

02/16/2010
PROPOSED ACTION: Road and Bridge #4 completed work in 2009 for parking lot repairs on Dallas County property. Parking lots that were repaired included Decker, Oak Cliff Sub Court House, Cook Chill and ASC. Recommended by the Office of Budget and Evaluation.

(10) DEPARTMENT: 4505
ITEMS: County Court at Law #5
ESTIMATED COST: 1 – HP Laserjet All-in-One printer
FUNDING SOURCE: $509
EXPENDITURE SOURCE: DDA

PROPOSED ACTION: County Court at Law #5 requests authorization to purchase an all-in-one printer/fax for their office. Recommended by the Office of Budget and Evaluation.

(11) DEPARTMENT: 4501
ITEMS: County Court at Law #1
ESTIMATED COST: 1 – O’Connor’s Texas Property Code
FUNDING SOURCE: $81
EXPENDITURE SOURCE: Within Budget

PROPOSED ACTION: County Court at Law #1 requests authorization to purchase O’Connor’s Texas Property Code. Recommended by the Office of Budget and Evaluation.

(12) DEPARTMENT: 4014
ITEMS: Criminal Justice
ESTIMATED COST: 1 – Microsoft Visio ($245)
1 – Microsoft Publisher ($200)
FUNDING SOURCE: $445
EXPENDITURE SOURCE: Major Technology, Unallocated Reserves

PROPOSED ACTION: The Criminal Justice department requests authorization to have Microsoft Visio and Publisher installed for use by the jail population coordinator. Recommended by the Office of Budget and Evaluation.

(13) DEPARTMENT: 3240 Constable Precinct 4, Skinner

02/16/2010
ITEMS: 3 - Surefire rear cap ($31.30 ea)  
25 - Def Tec MK-3 ($10.81 ea)  
15 - Def Tec-First Defense ($12.19 ea)

ESTIMATED COST: $547  
FUNDING SOURCE: Within Budget  
EXPENDITURE SOURCE: 120.3240.2230.0000 (General Fund, Constable Precinct 4, DDA - Spendable Balance, FY2010)  
PROPOSED ACTION: Constable Precinct 4 requests authorization to purchase batteries for flashlights and weapon lights. Recommended by the Office of Budget and Evaluation.

DEPARTMENT: 3311  
ITEMS: 10 - Scanners ($450 ea)  
ESTIMATED COST: $4,500  
FUNDING SOURCE: Grant Fund  
EXPENDITURE SOURCE: 466.0.2093.2009.0.0.3003.0 (Grant Fund, Crime Lab, FY2010)  
PROPOSED ACTION: The Crime Lab requests authorization to purchase document scanners to use as part of the LIMS+ implementation. Recommended by the Office of Budget and Evaluation.

DEPARTMENT: 5600  
ITEMS: 2 - 1TB Hard drives ($120 ea)  
2 - Portable scanners ($200 ea)  
8 - 12 Volt battery boxes ($80 ea)  
ESTIMATED COST: $1,280  
FUNDING SOURCE: Grant Fund  
EXPENDITURE SOURCE: 466.0.2160.2010.0.0.5600.0 (Grant Fund, NTATTF, FY2010)  
466.0.2730.2010.0.0.5600.0 (Grant Fund, NTATTF, FY2010)  
PROPOSED ACTION: NTATTF requests authorization to purchase equipment to be used in field operations. Recommended by the Office of Budget and Evaluation.

DEPARTMENT: 3137  
ITEMS: 2 - ITB Hard drives ($120 ea)  
2 - Portable scanners ($200 ea)  
8 - 12 Volt battery boxes ($80 ea)  
ESTIMATED COST: $1,280  
FUNDING SOURCE: Grant Fund  
EXPENDITURE SOURCE: 466.0.2160.2010.0.0.5600.0 (Grant Fund, NTATTF, FY2010)  
466.0.2730.2010.0.0.5600.0 (Grant Fund, NTATTF, FY2010)  
PROPOSED ACTION: NTATTF requests authorization to purchase equipment to be used in field operations. Recommended by the Office of Budget and Evaluation.

02/16/2010
ITEMS:

1 - Pressure washer ($400)
1 - Hose ($40)
1 - Hose cart ($90)
1 - Pro vac ($159)
1 - Cord ($68)
1 - Cord reel ($9)

ESTIMATED COST: $766
FUNDING SOURCE: Federal Forfeiture
EXPENDITURE SOURCE: 532.0.2090.0.0.91002 (Federal Forfeiture, Sheriff, Equipment Less Than $5,000, FY2010)

PROPOSED ACTION:
Sheriff Freeway Management requests authorization to purchase equipment to be used to wash patrol vehicles. Recommended by the Office of Budget and Evaluation.

(17) DEPARTMENT: Sheriff Bailiff Division
ITEMS:

40 - 800 Mhz portable radios with options ($1,006.83 each) $40,274
40 - antennas ($18.82 each) - $752.80
40 - speaker microphones ($65.69 each) - $2,627.60
40 - earphones ($31.74 each) - $1,269.60
40 - carry cases ($17.72 each) - $708.80
7 - chargers ($577 each) - $4,039

ESTIMATED: $49,671
FUNDING SOURCE: Grant Fund
EXPENDITURE SOURCE: 466.0.8520.2010.0.0.5005.0 (Grant Fund, JAG, Telecommunication Equipment, FY2010)

PROPOSED ACTION:
The Sheriff Bailiff Division requests approval to purchase the listed radios from the JAG grant. The JAG grant expires on April 30, 2010. The total cost of the equipment is $49,671 and the equipment will be utilized by the Sheriff Bailiff Division.

(18) DEPARTMENT: Quality Assurance Department
ITEMS:

3 - Six foot 6200 Pro twin fiberglass ladder 2 sided (additional $57.59 each)

ESTIMATED COST: $173
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 00120.1028.02730 (General Fund, Quality Assurance, Small Tools)

02/16/2010
PROPOSED ACTION: The 3 ladders were briefed and approved January 5, 2010. The quote for the pricing of the ladder changed from $109.13 to $166.72 resulting in an additional $57.59 per ladder. Total additional request is for $172.77. Recommended by Quality Assurance Department.

(19) DEPARTMENT: 1035
ITEMS:
ESTIMATED COST: $1,198
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 00120.1035.02090 (General Fund, Tax Office, Property less than $5,000, FY2010)

PROPOSED ACTION: The Tax Office requests approval to purchase two bill counters with emergency stop features. The bill counters assist the Tax Office in ensuring more accurate and faster counting of bills, saving times, and minimizes human error. Recommended by the Office of Budget and Evaluation.

(20) DEPARTMENT: DIVERT
ITEMS:
ESTIMATED COST: $404
FUNDING SOURCE: Escrow Account
EXPENDITURE SOURCE: 532.94052

PROPOSED ACTION: DIVERT requests approval to purchase the listed resource material. Funds are available in the Escrow Funds account. Recommended by the Office of Budget and Evaluation.

(21) DEPARTMENT: 4011
ITEMS:
ESTIMATED COST: $13,359

02/16/2010
FUNDING SOURCE: Reserves and Contingency – Furniture and Equipment
EXPENDITURE SOURCE: 120.4011.02950.0000 (General Fund, District Attorney’s Office, Books and Supplement, FY2010)
PROPOSED ACTION: The District Attorney’s Office is requesting authorization to purchase the above listed items. The 24 copies of the 2009-2010 O’Connor’s Texas Family Code Plus became legislative effective September 1, 2009. Recommended by the Office of Budget and Evaluation.

(22) DEPARTMENT: District Attorney’s Office
ITEMS: 4011
35 – Data Storage Services Redacting Software $200 each (total $7,000)
33 – Laptop for 33 Criminal Courts @ $2,050 each (total $67,650)
6 – High-speed Copier/Scanners $12,000 each (total $72,000)
Printers for investigators $56,700

ESTIMATED COST: $203,350
FUNDING SOURCE: Grant Funds
EXPENDITURE SOURCE: Grant Funds
PROPOSED ACTION: Dallas County has been notified of an award from Criminal Justice Division – Improvement Program. The grant was submitted in June 2009. The project end period is April 30, 2010, which means there is a short turn around time for the purchases of the approved equipment. Recommended by the Office of Budget and Evaluation.

TELECOMMUNICATIONS

Communications & Central Services – requests:
P-1001005 - installation of 5 voice lines for George Allen Jail. Equipment $0.00; Installation $1,295.10; Recurring Cost $0.00 - Recommended

02/16/2010
P-1002004 - installation of 25 pair CAT3 plenum IDF with blocks in Kays Tower Main switch room. Equipment $0.00; Installation $1,262.50; Recurring Cost $0.00 - Recommended

M-1002016 – to install ACD license for HHS PBX. Equipment $0.00; Installation $250.00; Recurring Cost $0.00 - Recommended

District Clerk – D-1002001 - requests installation of a data line for new scanner. Equipment $0.00; Installation $125.00; Recurring Cost $0.00 - Recommended

Justice of the Peace 4place1 – D-1001014 - requests installation of a data line. Equipment $0.00; Installation $125.00; Recurring Cost $0.00 - Recommended

Parkland Jail Health – requests:
M-1001017 - to upgrade existing phone to a multi-line hands-free display phone. Equipment $76.00; Installation $0.00; Recurring Cost $0.00 - Recommended

M-1001018 - to upgrade existing phone to a multi-line hands-free display phone. Equipment $76.00; Installation $0.00; Recurring Cost $0.00 - Recommended

Quality Assurance - M-1002012 - requests to activate existing voice line and (1) 1120 E IF Phone. Equipment $117.70; 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.

02/16/2010