DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

March 9, 2010

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

Minister’s Letter of Appreciation

**DATES TO REMEMBER**

No Dates to Remember
MEMORANDUM

TO: COMMISSIONERS COURT
FROM: Zachary Thompson, Director
DATE: March 9, 2010
SUBJECT: MOU BETWEEN PARKLAND HEALTH AND HOSPITAL DISTRICT AND DALLAS COUNTY HEALTH AND HUMAN SERVICES

BACKGROUND

Parkland Health and Hospital System is requesting that Dallas County Health and Human Services (DCHHS) laboratory division, provide testing for Parkland’s Family Planning patients. DCHHS will process an estimated volume of 2,000 per month for gonorrhea and chlamydia amplified probes. Parkland will purchase and ship the reagents to DCHHS laboratory division. The MOU will be effective beginning March 9, 2010 through August 31, 2010.

OPERATIONAL IMPACT

The DCHHS laboratory staff will perform all activities related to processing the specimens for Parkland’s Family Planning patients.

LEGAL IMPACT

The approval by the Commissioners Court is required.

FISCAL IMPACT

There is no financial impact to 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.

RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court does hereby approve the Memorandum of Understanding between Parkland Health and Hospital District and Dallas County Health and Human Services.

Recommended by: Zachary Thompson, Director

C: Darryl Martin, Court Administrator
Virginia Porter, County Auditor
Ryan Brown, Budget Officer
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
DALLAS COUNTY HOSPITAL DISTRICT d/b/a
PARKLAND HEALTH & HOSPITAL SYSTEM
AND
DALLAS COUNTY HEALTH AND HUMAN SERVICES

This Memorandum of Understanding ("MOU") is entered into by the Dallas County Hospital District d/b/a/ Parkland Health & Hospital System, a political subdivision of the State of Texas ("Parkland") and Dallas County Health and Human Services ("Organization").

WHEREAS, Parkland declares its intention to partner and collaborate with those organizations that share the same mission as Parkland including providing quality, low cost medical, hospital and other health related services to persons in a manner that is consistent with the patient's needs, values and recognized belief systems; and

WHEREAS, Organization's mission is to protect the health of the citizens of Dallas County through disease prevention and intervention, and through promotions of a healthy community and environment; and

WHEREAS, Parkland and Organization recognize that collaborating resources to provide services funded by the Department of State Health Services Community Health Services will help both parties pursue their recognized missions.

NOW, THEREFORE, Parkland and Organization agree as follows:

1. Parkland agrees to:
   1.1. Provide Family Planning Gonorrhea and Chlamydia amplified probes to the Organization at an estimated volume of 2,000 per month.
   1.2. Purchase the reagents for use by the Organization to process the tests for Family Planning Title X and Title XX patients.
   1.3. Ship the reagents to the Organization.

2. Organization agrees to:
   2.1. Use the reagents provided by Parkland exclusively for Parkland Family Planning patients.
   2.2. Use only DCHHS staff to perform all activities related to processing the specimens for Parkland Family Planning patients.
2.3. DCHHS shall provide a quarterly report identifying the number of reagents and collectors processed monthly no later than the 15th of the month following the quarter end. The report format is provided as Exhibit A to this document.

3. Parkland and Organization agree to:

3.1. Have open communication to resolve any concerns that may emerge between and among Parkland, Organization and the participants. Scheduled meetings with appropriate parties will take place on an agreed upon date, time and location.

3.2. Honor confidentiality policies of each party.

4. Term:

4.1. This MOU shall be effective as of 03/09/2010 and will continue in full force and effect through 08/31/2010 with the option of two additional renewals based upon mutual agreement by parties.

5. Cancellation:

5.1. Parkland or Organization may terminate this agreement upon ten (10) calendar day's written notice:

6. Neither Parkland nor Organization will discriminate against participants on the basis of race, sex, national origion, religion, age or disabilities.

7. Notice:

7.1. Any notice provided under this Agreement shall be delivered by mail or in person to the parties at the addresses below.

If to Parkland:

Parkland Health & Hospital System
5201 Harry Hines Boulevard
Dallas, Texas 75235
Attn: Senior Vice President, WISH

with a copy to: Senior Vice President & General Counsel, Legal Affairs

If to Organization:

Dallas County Health and Human Services
2377 N. Stemmons Freeway, Suite 600
Dallas, Texas 75207
Attn: Zachary Thompson
The parties have caused this MOU to be executed by their respective duly authorized representatives.

<table>
<thead>
<tr>
<th>Dallas County Hospital District</th>
<th>Dallas County</th>
</tr>
</thead>
<tbody>
<tr>
<td>dba Parkland Health &amp; Hospital System</td>
<td>Health and Human Services</td>
</tr>
</tbody>
</table>

Signed: __________________________

Name: **Liz McMullen**
Title: **VP of Finance and Controller**
Date: __________________________

Signed: __________________________

Name: **Zachary Thompson**
Title: **Director**
Date: __________________________
Exhibit A

Family Planning
Gonorrhea and Chlamydia Amplified Probe
Report

Instructions:

A. The report is to be submitted to Parkland no later than the 15th of the month following the quarter end.

B. Reagents classification - Identified by a shaded bubble on the processing form.
   1. More than one mark is made on the processing form, multiple bubbles are shaded – the reagent will be reported as a Family Planning Title V patient.
   2. No mark is made on the processing form, no shaded bubble - the reagent will be reported as a Family Planning Title X/XX patient.

Report for (check one):

☐ Quarter 1  ☐ Quarter 2  
(Sep, Oct, Nov)  (Dec, Jan, Feb)

☐ Quarter 3  ☐ Quarter 4
(Mar, Apr, May)  (Jun, Jul, Aug)

1. a. Number of specimens processed using DSHS supplied reagents and collectors for all Title V patients including “multiple bubbles” patients.

<table>
<thead>
<tr>
<th>Month 1</th>
<th>Month 2</th>
<th>Month 3</th>
<th>Total for Quarter</th>
</tr>
</thead>
</table>

b. Number of specimens processed using Parkland supplied reagents and collectors for “multiple bubbles” Title V patients.

<table>
<thead>
<tr>
<th>Month 1</th>
<th>Month 2</th>
<th>Month 3</th>
<th>Total for Quarter</th>
</tr>
</thead>
</table>

2. a. Number of specimens processed using Parkland supplied reagents and collectors for all Title X/XX patients including “no bubble” patients.

<table>
<thead>
<tr>
<th>Month 1</th>
<th>Month 2</th>
<th>Month 3</th>
<th>Total for Quarter</th>
</tr>
</thead>
</table>

b. Number of specimens processed using Parkland supplied reagents and collectors for “no bubble” Title X/XX patients.

<table>
<thead>
<tr>
<th>Month 1</th>
<th>Month 2</th>
<th>Month 3</th>
<th>Total for Quarter</th>
</tr>
</thead>
</table>

Source and number of “no bubble” processing forms:

<table>
<thead>
<tr>
<th>Clinic</th>
<th>Total “no bubble” Forms</th>
</tr>
</thead>
</table>

TOTAL (equals amount from 2.b. above)
Date: March 9, 2010

To: Members of the Commissioners Court

From: Mattye Mauldin-Taylor, Ph.D.
    Director of Human Resources/Civil Service

Subject: American Recovery & Reinvestment Act (ARRA) of 2009 Extension by the Defense Appropriations Act (2010 DOD ACT)–COBRA Premium Assistance & Subsidy Program

**Background**

On May 27, 2009, the Public Employee Benefit Cooperative (PEBC) board of governors approved a $10 notification administrative fee associated with the American Recovery and Reinvestment Act of 2009 (ARRA) COBRA Premium Assistance and Subsidy Program. This program allows eligible COBRA participants' premiums to be reduced to 35% of total COBRA cost, with the federal government guaranteeing payment of the remaining 65%. Dallas County “fronts” the 65% and receives reimbursement in the form of a credit on their Form 941 Quarterly Return.

This program was set to expire at the end of 2009 but was extended by the Defense Appropriations Act (2010 DOD ACT) until February 28, 2010. Also, this Act extended the period for receiving the subsidy from nine months to 15 months, with the date of eligibility determined by the date of involuntary termination, not the loss of coverage date.

PayFlex currently provides administration of this program. The purpose of this briefing is to request approval to amend PayFlex’s Contract, effective 1/1/2010, to continue the administration of the Premium Assistance and Subsidy Program under ARRA and the 2010 DOD Act to include:

- Full administration and notification fee for ARRA; $10.00 per notification
- Full administration and notification fee for 2010 DOD ACT; $10.00 per notification
- Coverage of any potential similar legislation with additional notification requirements
- PayFlex’s compliance with Defense Department Appropriations Act signed into law on 12/19/2009 and any similar legislation passed by the federal and/or state government which extends or modifies a COBRA election period, payment deadline, or notification requirement
- Reimbursement to PayFlex in an amount not to exceed $10.00 per notification, which includes all administration and reporting requirements for each notified qualified beneficiary in compliance with the provisions of the legislation.

**Impact on Operations**

This program is currently underway and will provide premium assistance to eligible former employees, with administrative oversight provided by PayFlex, PEBC, Human Resources/Civil Service Department, and the Auditor’s Office.

**Strategic Plan Compliance**

This recommendation supports Strategic Vision 1 by providing a Health Benefits Program.

**Financial Impact**

The estimated $10 notification fee cost associated with the extension as a result of the DOD Act is $1,000 for approximately 100 ex-employees.
Legal Review
These proposed changes have been reviewed by legal counsel for PEBC and the Civil Section of the
district Attorney’s Office.

Recommendation
The Human Resources/Civil Service Department recommends Commissioners Court approve the
amendment to the PayFlex contract as outlined above associated with the American Recovery &
Reinvestment Act of 2009 (ARRA) – COBRA Premium Assistance and Subsidy Program extended by the

Recommended by:

[Signature]

Mattye Macdlin-Taylor, Ph.D.
DALLAS COUNTY TAX OFFICE
JOHN R. AMES, CTA
TAX ASSESSOR/COLLECTOR

BRIEFING

To: Honorable Commissioners Court
From: Honorable John R. Ames, CTA, Tax Assessor/Collector
Date: March 9, 2010
Subject: RFP for e-commerce property tax and motor vehicle services

BACKGROUND:
Currently, payment channels for property tax and vehicle registration and titling do not include across-the-counter credit cards, e-checks and IVR telephone payments. In 2009, legislation was passed that requires local governments to accept credit cards for all property tax payments. The addition of the e-checks and IVR telephone payments will meet payment channel needs customers have been requesting for years. We also want to allow the use of all major credit cards. Going out with an RFP will allow us to negotiate and secure the most favorable credit card rates for our taxpayers given the recent Commissioner's Court decision to pass the credit card and service fees along to the taxpayers.

OPERATIONAL IMPACT:
In addition to providing more payment options for the taxpayers, the ability to have one vendor provide all e-commerce solutions will simplify the daily operations of the Tax Office and Treasurer's office. The chosen vendor will be required to ACH funds to our bank account each morning, which is faster than the 24 hour settlement for Visa and MasterCard that we have today. Said vendor will also be required to provide all software and hardware necessary.

FINANCIAL IMPACT:
No cost to Dallas County. The convenience fees cover all the costs of the services and equipment.

STRATEGIC PLAN IMPACT:
This request supports strategy 1.3 providing sound financially responsible and accountable governance by streamlining Dallas County departments for efficiency and operations.

LEGAL IMPACT:
None

RECOMMENDATION:
The Tax Assessor/Collector requests the approval to request the Purchasing Department to publish an RFP for e-commerce property tax and motor vehicle services.

Mission Statement
Provide Dallas County Citizens with Excellent Service using Innovative Technology to Ensure Quality Collections.

Records Building • 500 Elm St • Dallas, TX 75202 • 214-653-7811
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March 1, 2010

MEMORANDUM

TO: Commissioners Court

THROUGH: Commissioner Kenneth A. Mayfield, District 4

FROM: Selas Camarillo, P.E., R.P.L.S.,
Assistant Director - Property Division

SUBJECT: Resale of Tax Foreclosed Property via Private Sale
413 N.E. 35th Street, Grand Prairie, TX, Cause No. TX-04-30623-T-H, styled Dallas County, et al vs. Billy Jack Rogers, et al

BACKGROUND

The subject vacant property was offered for sale by the Sheriff of Dallas County at public auction and was struck off to the County of Dallas on June 5, 2007, pursuant to the judgment dated May 2, 2005 for the non-payment of delinquent property taxes. The Sheriff’s Deed to the property is recorded as Volume 2007020, Page 8823, Real Property Records, Dallas County, Texas.

Dallas County solicited sealed bids on the property in November 2007, September 2008 and January 2010 with no response. On February 16, 2010, the Public Works Department received an unsolicited offer from Juan Carlos Soto in the amount of $4,000.00 to purchase the property. The City of Grand Prairie and the Grand Prairie ISD have each adopted resolutions consenting to the sale of the property at the offer amount of $4,000.00.

STRATEGIC PLAN COMPLIANCE

The request is consistent with Vision 5 (Dallas County is the destination of choice for residents and businesses) of the County’s Strategic Plan in selling tax foreclosure properties to interested purchasers for future development and the betterment of the whole neighborhood and in returning the property to the tax roll increasing tax revenue for the Taxing Authorities.

LEGAL INFORMATION

Acceptance of the purchaser’s offer would be in compliance with the Tax Code, Section 34.05(i) and the Dallas County Tax Foreclosure Resale Policy adopted by Commissioners Court Order No. 2004-630. Dallas County will execute a Quitclaim Deed which will contain an acknowledgment that the property is being sold subject to the prior owners’ right of redemption, if any, and that the property is being purchased on an "AS IS", WHERE IS" and "WITH ALL FAULTS" basis.

IMPACT ON OPERATIONS

Acceptance of this offer will: (1) return the property to the tax roll thereby increasing tax revenue to the taxing units, (2) eliminate future maintenance costs, and (3) maximize amount of tax revenue by eliminating advertising and administrative costs associated with conducting a competitive sealed bid.
FINANCIAL IMPACT

The purchaser has executed the required Offer and Purchase Agreement and submitted the required deposit of $1,000.00 to secure the offer. Under the amended Tax Foreclosure Resale Policy should the purchaser default on his offer, Dallas County will retain the ENTIRE DEPOSIT of $1,000.00. The purchaser’s offer of $4,000.00 is $22,579.06 less than the judgment amount of $26,579.06.

The fair market value of the property at the time of Judgment in 2007 was $10,000.00. The property is valued on the 2010 tax roll for $12,000.00. The following table shows the approximate distribution of these funds; however, the calculations are estimates and may vary slightly upon confirmation by the law firm of Linebarger, Goggan, Blair & Sampson, LLP.

<table>
<thead>
<tr>
<th>Taxing Entity (Years 1986-2004)</th>
<th>Combined Taxes Due in Judgment</th>
<th>Pro Rata % of Combined Judgment</th>
<th>Purchase Amount</th>
<th>Less Court Costs</th>
<th>Less Eligible Expenses Recoverable Under §34.06 Tax Code</th>
<th>Balance for Distribution /Amount Recovered</th>
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</thead>
<tbody>
<tr>
<td>Dallas County</td>
<td>$4,114.18</td>
<td>15%</td>
<td>$4,000.00</td>
<td>$2,501.88</td>
<td>$957.00</td>
<td>County: $81.17</td>
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<tr>
<td>Grand Prairie</td>
<td>$9,781.33</td>
<td>37%</td>
<td></td>
<td></td>
<td></td>
<td>City: $200.21</td>
</tr>
<tr>
<td>Grand Prairie ISD</td>
<td>$12,683.55</td>
<td>48%</td>
<td></td>
<td></td>
<td></td>
<td>School: $259.74</td>
</tr>
<tr>
<td>Totals</td>
<td>$26,579.06</td>
<td>100%</td>
<td>$4,000.00</td>
<td>$2,501.88</td>
<td>$957.00</td>
<td>$541.12</td>
</tr>
</tbody>
</table>

PERFORMANCE MEASURES IMPACT

Sale of the property will assist the Property Division in meeting its 2nd quarter performance measures for FY 2010.

RECOMMENDATION

The Director of Public Works recommends that the Commissioners Court: (1) accept the Offer and Purchase Agreement from Juan Carlos Soto to purchase the vacant property at 413 N.E. 35th Street, Grand Prairie, Texas for $4,000.00, even if the offer tendered is less than the market value of the land specified in the judgment of foreclosure or the total amount of the judgments against the property, (2) authorize the sale of the property by Quietclaim Deed, and (3) authorize the Tax Assessor Collector to receive the proceeds and verify the above calculations due each of the taxing units and disburse the proceeds in accordance with the Tax Code.

If the Commissioners Court concurs with the above, a court order authorizing the matter above will be placed on the next regular agenda.

APPROVED BY:

[Signature]

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

cc: John R. Ames, Dallas County Tax Assessor/Collector
    Sheila Fuqua Carter, Attorney, Linebarger, Goggan, Blair & Sampson, LLP
RE: Unsolicited Offer Received on Tax Property in Grand Prairie

Ken Mayfield

Sent: Monday, March 01, 2010 2:03 PM
To: Pam Easterling

Ok

From: Pam Easterling
Sent: Monday, March 01, 2010 9:15 AM
To: Ken Mayfield
Cc: Teresa Walther
Subject: Unsolicited Offer Received on Tax Property in Grand Prairie

Commissioner Mayfield,

We have received an unsolicited offer of $4,000 from Juan Carlos Soto on the vacant lot located at 413 NE 35th Street in Grand Prairie. The property was solicited for sealed bids in November 2007, September 2008 and January 2010 with no response. The City of Grand Prairie and the Grand Prairie ISD have previously adopted resolutions consenting to the sale of the property at the offer amount of $4,000. The Commissioners Court, as part of the last sealed bid cycle, Court Order 2009-2182, approved the minimum bid amount of $4,000.

The purchaser has executed the required Offer and Purchase Agreement and submitted a deposit of $1,000 to secure the offer. The fair market value of the property at the time of Judgment in 2007 was $10,000. The property is valued on the 2010 tax roll for $12,000.

Acceptance of this offer will: (1) return the property to the tax roll thereby increasing tax revenue to the taxing units, (2) eliminate future maintenance costs, and (3) maximize amount of tax revenue by eliminating advertising and administrative costs associated with conducting a competitive sealed bid.

With your concurrence, we will place the attached briefing on the March 9th Agenda recommending acceptance of the offer.

Pam Easterling
Property Supervisor
Dallas County Public Works-Property Division
214-653-6409 - direct
214-653-6517 - fax
peasterling@dallascounty.org

https://owa.dallascounty.org/owa/?ae=Item&t=tPM.Note&id=RgAAAABR%2fW%2fJ6NKwQJH... 3/1/2010
Date: March 9, 2010
To: Dallas County Commissioners Court
From: Michael Griffiths, Director
Subject: Approval to Conduct 10th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems

Background:

The Psychological Services Division of the Juvenile Department is a leader in the treatment of juveniles with sexual behavior problems, having delivered training and presentations to professional associations and giving testimony before the State Legislature regarding specialized treatment. In order to provide quality professional development to our Psychology Division, probation staff, and the community, as well as remaining abreast of the most recent research and developments in the field of juvenile sex offenders, the Department began offering an annual conference on the treatment and supervision of juvenile sex offenders in 1998. These annual conferences are highly successful and draw participation from throughout the state. The Commissioners Court has previously allowed the department to charge a minimal registration fee to attend this conference. These conferences were each attended by approximately 100 or more participants and all costs associated with the conferences were covered by the registration fees.

The Juvenile Department is requesting permission to conduct its 10th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems.

Impact on Operations:

The 2010 workshop is scheduled for May 6-7, 2010, and will be held at the Henry Wade Juvenile Justice Center. The Juvenile Department's Training Unit will coordinate the logistical arrangements and the Psychological Services staff will determine the content of the conference and the recruitment of speakers. Participants will receive 14 continuing education units (CEUs) for the two day event. CEU hours will apply to the required training hours for Licensed Sex Offender Treatment Providers, Licensed Professional Counselors, Psychologists, TYC Parole Officers, and Juvenile Probation Officers.

Strategic Plan Compliance

This request conforms with Dallas County Strategic Plan, Vision 3.1: Synergize public safety programs and services across the County.
Financial Impact:

The Juvenile Department will charge external workshop attendees a $260.00 registration fee for both days and a $130.00 registration fee for one day. There will be a discount for early registration as well as group discounts. Approximately 100 participants are expected to attend, which includes 50 internal Juvenile Department employees that will not be charged a fee to attend. Registration fees will be deposited into project account (#94022) maintained by the County Auditor's Office. Expenses related to this event will be dispersed from this account and will have no adverse fiscal impact on Dallas County. Any proceeds remaining after expenses will be utilized to pay costs associated with staff development, training, or the purchase of supplies, materials, or equipment for the department's Training or Psychological Services Units.

Legal Impact:

Dallas County internal control system and local government code require Juvenile Board authorization or Commissioners Court authorization in order to engage in account payable or account receivable transactions associated with this event. Additionally, future utilization of surplus revenue associated with this event requires the same approval.

Recommendation:

It is recommended that the Dallas County Commissioners Court approve the Juvenile Department's request to host the 10th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems scheduled for May 6-7, 2010, and to charge attendees other than the internal Juvenile Department staff a $260.00 registration fee for both days and $130.00 registration fee for one day or a discounted rate for early registration as well as group registrations. It is also recommended that the Dallas County Auditor be authorized to utilize project account No. 94022 for accepting registration fees and paying expenses associated with the conference. Further, it is requested that the Dallas County Juvenile Department be allowed to utilize any funds remaining after payment of all expenses to pay for further staff development and training, or the purchase of supplies, materials or equipment for the department's Training or Psychological Services Units.

Recommended by:

[Signature]
Michael K. Griffiths, Director
March 3, 2010

To: Commissioners Court

Through: Shannon Brown, Assistant Administrator

From: Chris Thompson, Director

Subject: Compressed Natural Gas (CNG) Facilities Agreement

Background of Issue
This agreement was originally briefed on February 9, 2010. The Court expressed concerns regarding possible County responsibility for the cost of capital improvements in the event the contract was terminated. The purpose of this briefing is to provide an update on additional language limiting the County’s responsibility that was negotiated and request approval of the final contract.

Impact on Operations
Language was enhanced in three (3) sections of the contract to limit the County’s financial responsibility. An item was added in Paragraph 5 – County’s Responsibilities stating that the County is not obligated to pay for capital improvements. In Paragraph 19 – Termination, all language involving County compensation for capital investments was deleted. Finally, a new section was added (Paragraph 20 – Sale, Abandonment, or Removal) to allow TranStar and Dallas County to negotiate a sale of the equipment at the site, remove the equipment, or abandon the equipment and transfer it to Dallas County. These items are highlighted in the attached copy of the agreement.

Financial Consideration
No changes from previous brief.

Strategic Plan Compliance
This agreement is consistent with Dallas County Strategic Plan, Vision 4. A CNG facility provides a clean and cheaper fuel and promotes the continued use of same.

Legal Impact
The Civil Section of the District Attorney’s Office reviewed and approved the agreement.

Recommendation
Staff recommends approving the attached agreement with TranStar Energy Company L.P. for the operation and maintenance of the County-owned CNG fueling facility.
COMPRESSED NATURAL GAS (CNG) FACILITIES AGREEMENT

This Compressed Natural Gas Facility Agreement ("Agreement") is entered into dated and effective _____________, 2010 and is between TranStar Energy Company L.P. ("TranStar"), a Texas limited partnership whose address is 8117 Preston Rd., Ste. 202, Dallas, Texas 75225, telephone (214) 572-6580 facsimile (214) 572-6581, and Dallas County ("County") whose address is 411 Elm Street, Dallas, Texas 75202, telephone (214) 653-7327, facsimile (214) 653-7057 for the operation and maintenance of the County-owned CNG fueling facility at 100 Riverfront Boulevard and Commerce Street Dallas, Texas ("Location"). For valuable consideration TranStar and the County agree as follows:

1. **Background**

   (a) TranStar is engaged in the business of owning and operating natural gas vehicle fueling facilities and other businesses relating to the use of natural gas as a transportation fuel. TranStar operates over 20 public-access natural gas fueling location in the Dallas-Fort Worth area, has supported County's natural gas vehicle fleet program for fifteen years. Natural gas vehicles typically generate lower levels of emission than vehicles operated on gasoline or diesel, utilize a domestic fuel source and play an important role in the air quality attainment efforts in the Dallas-Fort Worth area.

   (b) This Agreement hereby replaces the Compressed Natural Gas Facilities Agreement by and between TranStar and the County dated November 4, 2003, which expired on November 4, 2008 and has been extended month-to-month thereafter, without a written extension or amendment. The existing CNG Facility was designed and built by TranStar, and except for any TranStar Owned Equipment, is owned by the County, operated by TranStar and co-utilized by the parties pursuant to County Commissioners Court Order No. 93-1414. TranStar desires to continue to operate the joint County and public access CNG Facility on County property that will meet the County's present and future requirements for access to CNG fuel for County vehicles.

2. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following capitalized terms will have the meanings set forth below when used in this Agreement.

   BTU: British Thermal Unit. A standard unit of measurement used to denote the amount of heat energy in fuels.

   Capital Upgrades: Any improvements made to the existing CNG Facility by TranStar, at its sole expense, that expand the capacity or the functionality of the existing CNG Facility.

   Card Key System: The computer device which allows a Fueling Authorization Card to activate the Fuel Dispenser and records the CNG volume and purchase amount.

   CNG: Compressed Natural Gas.

   CNG Facility: As defined in paragraph 3.
Emergency: Includes, but is not limited to, a situation which compromises the safety of the facility or adjacent facilities or when the CNG pumps fail to operate.

Fuel Dispenser: A dispensing device from which CNG is dispensed at the CNG Facility.

Fueling Authorization Card: An authorization card issued by TranStar with respect to a specific NGV which has met any applicable criteria for CNG purchases from TranStar.

Gasoline Gallon Equivalent or GGE: An amount of compressed natural gas that contains an average of 124,000 British Thermal Units or BTUs.

LDC Meter: The instrument in the natural gas pipeline (prior to the compressor that is part of the CNG facility) that measures the quantity of natural gas delivered to each CNG Facility by the local natural gas distribution company.

MMBTU: represent a thousand thousand BTUs. For the purposes of calculations reflected in this agreement, it equals eight (8) GGEs.


NGV: A vehicle converted to the use of CNG as a fuel or factory-produced to operate on CNG.

Normal Business Hours: Monday through Friday 7:30 a.m. to 5:00 p.m., CST.

Site Improvements: All of the items of site construction and improvements at the Location, including without limitation, environmental testing and remediation, dirt moving and grading, utilities relocation and connections (gas, electric and phone line), electrical panel, preparation and installation of concrete pads and fueling island forms, paving curb cuts and vehicle approaches, sidewalks, fire hydrants and/or suppression, lighting, equipment enclosure, fences, canopy, under ground conduit, trenching permitting, landscaping, preparation of fire lanes and concrete installation.

TranStar Owned Equipment: All of the equipment at the Location owned by TranStar including, but not limited to any and all Capital Upgrades and all other equipment owned by TranStar, as more fully described in Exhibit C.

Volume and Price Display Mechanism: The electronic system contained within the Fuel Dispenser which displays the price of CNG per Gasoline Gallon Equivalent and the volume of CNG dispensed.

3. CNG Facility: County owns certain equipment that is operated by TranStar for the compression and storage of natural gas as CNG and the fueling of NGVs with CNG at the Location. The CNG Facility consists of all or part of the following: one or more compressors, CNG storage vessels, fuel lines, piping, connections, outer shell, blow down tanks(s), sequential panel(s), priority panel(s), electrical panel, dialog call-out system, emergency shut down control,
hose(s), nozzle(s), CNG Meter(s), Fuel Dispenser(s), Card Key System and volume and Price Display Mechanism(s) and related equipment, including TranStar Owned Equipment. TranStar's obligations under this Agreement are subject to its ability to secure and maintain all necessary governmental permits, licenses, authorizations and the like. Exhibit B contains a description of the existing CNG Facility to be operated at the Location. Notwithstanding anything herein to the contrary, TranStar shall be the owner of any and all TranStar Owned Equipment.

4. Location and Access.

(a) County owns the Location. The Location is comprised of the land, Site Improvements and CNG Facility sufficient to allow TranStar to operate them in accordance with the applicable federal, state and local laws, codes and standards and the reasonable requirements of TranStar.

(b) County grants to TranStar the right to use and occupy the Location and Site Improvements and the CNG Facility on an exclusive basis for all purposes required or permitted under this Agreement for a period of time coextensive with the term of this Agreement, with the understanding that the County may build a gasoline/diesel fueling station on the adjacent property which may share access with the Location. County also assigns, grants and conveys to TranStar non-exclusive easements over, under and across the property at the Location for the following purposes: (i) maintenance, repair, replacement, removal and operation of the CNG Facility, (ii) vehicular and pedestrian access to and from the CNG facility, (iii) operation of the utility lines for the conveyance of natural gas, telephone and electricity services to the CNG Facility and (iv) any other purpose reasonably related to the exercise of TranStar's right or the performance of TranStar's duties under this Agreement. The easements granted under this Section shall terminate following the expiration or earlier termination of this Agreement.

5. County's Obligations.

(a) County will provide and own the land, Site Improvements and CNG Facility.

(b) County and County employees will not disassemble or tamper with the land, Site Improvements or CNG Facility during the term of this Agreement except to the extent that may be necessary to construct, operate and maintain a gasoline/diesel fueling site on the adjacent property.

(c) County will take reasonable steps to notify TranStar of any safety-related problems, maintenance problems and emergency situations at the Location and with the CNG Facility observed by or known to County. Nothing in this Agreement will be construed to limit the ability of County in an emergency to take action necessary for the safety of County employees and the general public.

(d) Nothing in this Agreement shall obligate County to pay for any Capital Improvements.
6. TranStar’s Obligations.

(a) TranStar will operate the CNG Facility at the Location. The Fueling Facility will be twenty-four (24) hour/seven (7) days a week public access fuel facility. The Location is and will continue to be self-service and TranStar will not locate any staff on-site.

(b) TranStar will provide routine maintenance at the intervals at the CNG Facility in accordance with the items listed in Exhibit A. Further, TranStar will provide other repair, overhaul and maintenance to the CNG Facility in accordance with reasonable operating requirements; provided that such responsibilities will not include repairs required as a result of damage caused by County or its employees, contractors or licensees.

(c) TranStar will perform its maintenance and repair responsibilities required under this Agreement on a timely basis, consistent with industry practice, in a manner no less diligent than that in which it performs such activities with respect to other similar facilities for which it provides such services. TranStar will maintain a device at the Location that automatically calls-out to a TranStar fueling station technician by pager or cellular phone in the event of certain failures and when an emergency shut-down device is pressed.

(d) TranStar will provide 24-hour emergency response for emergencies reported to (866) 278-3674 (or such other number as may be provided by TranStar). Upon receipt of notice, TranStar will use reasonable efforts to respond to requests for maintenance in connection with emergency conditions within four hours after request by dispatching an employee with tools and a reasonable supply of repair parts. Employee(s) responding to a CNG Facility emergency at the request of County will communicate with the party that requests such emergency response.

(e) The CNG Facility and the parts and supplies used by TranStar to provide maintenance or repair them will be in accordance with applicable industry and governmental agencies codes and standards.

(f) TranStar will purchase the natural gas and arrange for its delivery through the applicable local distribution company meter or through other means at the Location for the CNG Facility. TranStar will also pay the monthly charges for electricity and dedicated telephone line service for the CNG Facility.

(g) TranStar will provide a Fueling Authorization Card for each county and each third-party customer NGV during each calendar year at no charge. Additional Fueling Authorization Cards for each customer NGV will be TranStar at TranStar’s then standard replacement rate. These charge cards shall be issued within five (5) days of County’s request.

(h) TranStar will provide County’s and its third-party customer’s vehicle drivers with fueling training as reasonably requested.

7. Usage of the Fueling Facility by TranStar.
(a) The Fueling Facility shall be used solely for the operation of a joint County and public access CNG storage and dispensing facility and for uses normally incident thereto. TranStar shall have no right to encumber the Fueling Facility and/or County assets with mortgage, security interest or other legal encumbrance.

(b) County agrees that during the term of this Agreement and subject to County's claim to priority usage and convenient access to the Fueling Facility, TranStar may dispense CNG to TranStar customers at its sole discretion and may set reasonable, marketable prices for CNG to TranStar customers.

(c) TranStar agrees that County vehicles have priority access to the Fueling Facility and acknowledges that under certain circumstances it may be necessary to limit TranStar customers to preserve the ability of County vehicles to refuel without undue waiting time.

8. **CNG Pricing** TranStar shall establish the retail price for CNG sold at the Location to third-party customers at an amount or amounts per Gasoline Gallon Equivalent (GGE) as determined from time to time in its sole discretion plus applicable taxes.

(a) The County will purchase fuel from TranStar at the wholesale rate at the Location only. Wholesale rate is based upon the Houston Ship Channel (HSC) index plus a per gallon fee for operating and maintaining the fuel station. This fee will be $0.63 a GGE. Wholesale rate is based on the Houston Ship Channel (HSC) index for the natural gas commodity as expressed per MMBtu on a GGE basis, where one MMBtu equals eight GGEs plus a GGE fee for operations and maintenance of the fueling station ($0.63 per GGE). The HSC index is published monthly by Platts. (An example of the wholesale rate for the month of April 2009: HSC index price was $3.65 a MMBtu. ($3.65 / 8 + $0.63 = $1.0862) + CPI adjustment annually on June 1 commencing June 1, 2010.)

(b) A consumer price index (CPI) percentage adjustment will be added annually to the total price per GGE charged to the County (in the event there is an increase). CPI is based on the average CPI change in the DFW metroplex as of June 1st of each year and can be found at www.bls.gov.

(c) The price per GGE charged to the County for the County purchases at any other TranStar facility shall be the retail price charged by TranStar to third-party customers less federal excise tax (as applicable) less $0.01 per GGE.

(d) TranStar will pay the County a royalty in lieu of rent per GGE of CNG it sells to third-party customers at the Location. This fee will be paid for sales, excluding the County's volume in the following manner:

- 10,000 – 20,000 gallons $0.01 per GGE
- 20,000 – 40,000 gallons $0.02 per GGE
- 40,000+ gallons $0.03 per GGE
An example of the wholesale rate for the month of April 2009: HSC index price was $3.65 a MMBtu. ($3.65/8 + $0.63 = $1.0862) + CPI adjustment annually on June 1 after the first year.

(e) TranStar is currently required to, or may be required in the future to, collect and remit certain federal, state and local taxes, including fuel use taxes, on CNG sold at the CNG Facility, subject to certain exemptions. County shall be responsible for all such applicable excise, sales and use taxes related to its purchases of CNG under this Agreement. If County qualifies for an exemption from one or all of these taxes, County shall furnish to TranStar appropriate certification authorizing non-payment of the applicable tax or taxes. TranStar shall not be financially responsible for any costs, expenses or penalties incurred due to County’s failure to maintain its exemption status or County’s failure to notify TranStar of County’s exemption becoming invalid.

9. **Invoicing Procedures.** The invoice from TranStar to the County each month shall list the total GGEs sold to the County and TranStar’s third-party customers and the net dollar amount due to TranStar.

10. **Late Payments.** If County fails to pay any amount when due, it will be obligated to pay a ½% per month carrying charge on the overdue amount. Either party reserves the right, in addition to all other available remedies, to suspend services to the other party under this Agreement or to terminate this Agreement on 60 days notice, if the appropriate party fails to pay amount when due to the other party as required by this Agreement. TranStar agrees that if there is a temporary delay in County’s payments due to County’s accounting and disbursement procedures, County shall not be in breach of this Agreement and County shall not be liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with the Prompt Payment Act, Tex. Gov’t Code 2251.001, et seq.

11. **Delivery Point; Title.** All CNG to be dispensed under this Agreement shall be dispensed to County and third-party customers at the CNG Facility at the downstream side of each fuel dispensing hose, such points being referred to as the “Points of Delivery.” Title and risk of loss of all CNG sold hereunder to such customers shall pass from TranStar to each customer at the Points of Delivery. TranStar shall be deemed to be in possession and control of the CNG up to the Points of Delivery and all County and third party customers shall be deemed to be in possession and control of the CNG delivered to them from and after Points of Delivery.

12. **Term.** This Agreement will have a term ending five (5) years from the date of this Agreement. The parties shall have the option to renew this Agreement for an additional five (5) years. This Agreement may also terminate as otherwise provided in this Agreement.

13. **TranStar as the CNG Provider at the Location.** During the term of this Agreement, TranStar shall be the only provider or retailer of natural gas motor fuel at the Location. The Location will be open for use by the County, other fleets and the general public.

14. **Indemnity Provisions.**
TranStar, to the fullest extent allowed by law, agrees to forever waive, release, indemnify, and hold harmless County, its assigns, officers, directors, employees, agents, representatives (referred collectively in this Section 14 as "County"), from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, fines, assessments, penalties, adverse awards and expenses (whether based upon tort, breach of contract, patent or copyright infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance, or otherwise), including, reasonable 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 by County in connection with County's involvement in the specified services under this Agreement, and (2) any injury to individuals present at the Location during County's involvement under this Agreement. Notwithstanding the above, the foregoing indemnity shall not operate to protect the County against the consequences of its sole negligence, willful misconduct or its breach of this Agreement.

And further, TranStar, to the fullest extent allowed by law, agrees to waive, release, indemnify and hold harmless County against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, fines, assessments, penalties, adverse awards and/or other expenses, of any kind or nature whatsoever (whether based upon tort, breach of contract, patent or copyright infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance, or otherwise), including, without limitation, legal and related legal fees and expenses of any kind or nature that are incurred by or sought to be imposed on County arising out of or on account of, or resulting from injury (including death), including, but not limited to, exposure to any disease, by any manner or method whatsoever, or damage to property (whether real, personal, or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by County in performance of this Agreement and/or specified services, except to the extent such liability, damage, fine or expense is the result of negligent acts or omissions or willful misconduct of the County or its breach of this Agreement by County.

Approval and acceptance of TranStar's services by County shall not constitute nor be deemed a release of the responsibility and liability of TranStar, its subcontractors, employees, officers, agents, invitees, licensees or assigns for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by TranStar, its subcontractors, employees, officers, agents, invitees, licensees or assigns in this regard. TranStar shall defend, hold harmless, and indemnify the County for damages resulting from such defects, errors or omissions. These provisions shall survive termination, expiration, or cancellation of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable up to the statutory limit. Notwithstanding the above, the foregoing indemnity shall not operate to protect the County against the consequences of its sole negligence, willful misconduct or its breach of this Agreement.
In event of claim of loss, damage or indemnity by County against TranStar, TranStar’s liability, if any, in excess of its insurance coverage shall be limited to the amount of its fees actually paid under this Agreement.

15. **Insurance Provisions.**

TranStar agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance as provided herein.

a) Within ten (10) calendar days after the Effective Date of this Agreement, TranStar shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any work. TranStar shall, in the stated ten (10) day period, furnish to the Dallas County Purchasing Director (at the address provided below in this Insurance Section) verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Agreement, by an insurance company acceptable to County and authorized to do business in the State of Texas. Such insurance shall show County as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the Agreement term and each renewal period, if any. The insurance coverages, except Workers Compensation and Professional Liability, required by this Agreement, shall name County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear).

b) Such insurance shall provide, at a minimum, the following coverages:

1) **Commercial General Liability.** TranStar shall maintain Commercial General Liability Insurance with a limit not less than $1,000,000.00 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage.

   Crime Policy: TranStar shall maintain a Crime Policy for Employee Dishonesty with a limit not less than $1,000,000.00. Coverage shall include provision for Theft, Disappearance and Destruction.

2) **Umbrella Liability/Excess Coverage Insurance.** Contractor shall maintain Umbrella Liability Insurance with a limit not less than Five Million and 00/100 ($5,000,000.00) for each occurrence for bodily injury, including death, loss or damage to property, and that shall follow the form of Commercial Liability Insurance.

3) **Professional Liability.** TranStar shall maintain professional Liability insurance covering errors and omissions and, if policy is claims made, maintain thereafter for an additional three (3) years from the date the project is accepted as complete by the Commissioners Court, sufficient errors and omissions insurance in the amount of not less than Five Million and 00/100 Dollars ($5,000,000.00) with certificates evidencing such coverage.
c) TranStar agrees that, with respect to the above referenced insurance, all insurance contracts/policies will contain the following required provisions:

1) This insurance shall not be canceled, limited in scope or coverage or non-renewed for non-payment of premium, until notice has been given by the insurance company to the County.

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

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

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

5) Provide for notice to the County Purchasing Director at the address shown in this Agreement by registered mail, return receipt requested, and full postage paid, sent to:

   Records Building, 6th Floor
   509 Main Street, Room 103
   Dallas, Texas 75202-5799

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

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

f) It is agreed that the TranStar’s insurance shall be deemed primary with respect to any insurance or self-insurance carried by County for liability arising out of operations under this Agreement with the County.

g) TranStar shall be solely responsible for all cost of any insurance as required here, any and all deductible amount. All insurance coverage shall be on an occurrence basis or a claims basis if TranStar provides for three (3) year tail coverage, unless specifically approved in writing and executed by County Risk Manager.

h) It is the intent of these requirements and provisions that insurance covers all cost and expense so that County will not sustain any expense, cost, liability, or financial risk as a result of the performance of services under this Agreement.
i) Except as otherwise expressly specified, TranStar shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against County, whether by way of subrogation or otherwise.

j) Insurance certificates. The certificates of insurance shall list County as the certificate holder. All insurance policies or duly executed certificates for the same required to be carried by TranStar under this Agreement, shall be delivered to the Dallas County Purchasing Director located at the Dallas County Records Building, 509 Main Street, 6th Floor, Dallas, Texas 75202 within thirty (30) calendar days of execution and/or renewal of this Agreement and upon renewals and/or material changes of such policies, and as soon as possible prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County's sole discretion.

k) If TranStar and/or its subcontractors fail to comply with any of the requirements relating to insurance, County, in addition to all other remedies allowed by this Agreement or in law, may, at its sole discretion and without waiving any rights that it may have, and in addition to all other remedies allowed by this Agreement, obtain such insurance and deduct from the payments to TranStar the expense of obtaining such insurance and the cost of insurance premiums. County will give TranStar five (5) days advance written notice prior to taking such action. However, neither TranStar nor any third party shall have any recourse against the County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the TranStar.

l) In the event TranStar fails to maintain insurance as required herein, TranStar shall immediately cure such lapse in insurance coverage at TranStar's sole expense, and pay County in full for all costs and expenses incurred by County under this Agreement as a result of such failure to maintain insurance by TranStar, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in coverage. Such costs as attorney's fees, not to exceed fifteen hundred and 00/100 dollars ($1,500.00), shall be automatically deducted from monies or payments owed to TranStar by County. Moreover, County shall retain five percent (5%) of the value of the Agreement that shall be placed into an account from monies or payments owed to TranStar by County to cover County's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the term of the Agreement has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance.

TRANSTAR FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEY'S FEES INCURRED BY COUNTY DUE TO TRANSTAR'S FAILURE TO MAINATIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS AGREEMENT. TRANSTAR, AT
ITS OWN EXPENSE WITH COUNSEL OF COUNTY'S CHOICE, WILL
DEFEND AND HOLD COUNTY HARMLESS IN ANY CLAIM OR ACTION
AGAINST COUNTY THAT OCCURRED AS A DIRECT OR INDIRECT
RESULT OF TRANSTAR'S FAILURE TO MAINTAIN INSURANCE AT ALL
TIMES DURING THE TERM OF THIS AGREEMENT. WITHOUT WAIVING
ANY RIGHTS UNDER SOVEREIGN IMMUNITY, THE COUNTY SHALL
COOPERATE WITH AND MAY MONITOR TRANSTAR IN THE DEFENSE OF
ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPROPRIATE,
MAKE EMPLOYEES AVAILABLE AS TRANSTAR MAY REASONABLY
REQUEST WITH REGARD TO SUCH DEFENSE, SUBJECT TO THE
REIMBURSEMENT BY TRANSTAR OF ALL COSTS AND EXPENSES
OCCasionED BY THE COUNTY'S COOPERATION IN SUCH DEFENSE.
TRANSTAR AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT
COUNTY'S CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY
WITHHELD OR DELAYED.

m) Approval, disapproval or failure to act by County regarding any insurance supplied by
TranStar shall not relieve TranStar 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 TranStar from liability.

n) Minimum insurance is a condition precedent to any work performed under this
Agreement and for the entire term of this Agreement, including any renewals or
extensions. In addition to any and all other remedies County may have upon TranStar'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 TranStar to stop work hereunder, which shall not constitute a Suspension of
   Work;
2) Withhold any payment(s) which become due to TranStar hereunder until TranStar
demonstrates compliance with the requirements hereof and assurance and proof
acceptable to County that there is no liability to County for failure to provide such
required insurance;
3) At its sole discretion, declare a material breach of this Agreement, which, at
   County's discretion, may result in:
a) termination of this Agreement;
b) demand on any bond, as applicable;
c) the right of County to complete this Agreement by contracting with the
   "next low proposal." TranStar will be fully liable for the difference
   between the original Agreement price and the actual price paid, which
   amount is payable to County by TranStar on demand; or
d) any combination of the above;
o) TranStar shall advise County in writing within twenty-four (24) hours of any claim or demand, against County or TranStar, known to TranStar related to or arising out of TranStar’s activities under this Agreement.

p) Acceptance of the services by County shall not constitute nor be deemed a release of the responsibility and liability of TranStar, 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 TranStar, its employees, subcontractors, and agents.

q) Nothing herein contained shall be construed as limiting in any way the extent to which TranStar may be held responsible for payments of damages to persons or property resulting from TranStar’s or its subcontractor’s performance of the work covered under this Agreement.

r) TranStar shall notify County in the event of any change in coverage and shall give such notices not less than thirty days prior to the change, which notice must be accompanied by a replacement certificate of insurance.

s) Standard of Care: Services provided by TranStar under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar Agreements.

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

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

16. **Audit Rights.** TranStar and County each agree to maintain accurate and satisfactory records and books of account adequate to evidence compliance with this Agreement. Upon 30 days written notice, either party will afford the other party’s auditors access to the records and books of account to determine whether or not the party in question is in compliance with the provisions of this Agreement. Each party will use reasonable efforts to secure for the other party the same rights with respect to the books and records of its major subcontractors and suppliers that relate to that party’s performance of this Agreement. The records and books of account will be made available during the term of this Agreement and for a period of 24 months thereafter.

17. **Release and Indemnity.** Each party agrees to furnish, when requested by the other party, written evidence of the claims, bills and other amounts due under this Agreement which have been paid, including releases or waivers of applicable liens and claims or notices for liens of subcontractor, laborers and material and equipment suppliers.
18. **Equal Employment Opportunity Compliance.** Each party agrees to abide by the requirements imposed by Executive Order No. 11246, as amended, and Rules and Regulation of the Secretary of Labor as set forth in 41 C.F.R. 60. TranStar warrants that no person shall on the grounds of race, creed, color, national origin, age or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any products, services or activity funded in whole or in part with funds made available under this Agreement.

19. **Termination.** Upon a material breach of this Agreement, the non-breaching party shall have the right to terminate this Agreement immediately by providing a written notice of termination to the breaching party. If TranStar terminates this Agreement due to a material breach by County, upon the date of termination, TranStar shall (i) cease any and all services under this Agreement (ii) not incur any new obligations and (iii) cancel any outstanding obligations or services to be provided to the extent specified in the notice of termination. County shall compensate TranStar in accordance with the terms of this Agreement for services performed prior to the date of termination and for non-canceled obligations that were incurred prior to the termination date.

County reserves the right to terminate this Agreement immediately by providing a written notice of termination to TranStar if:

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

b) TranStar is unable to perform under this Agreement due to a judicial order, injunction or any other court proceeding.

20. **Sale, Abandonment or Removal.** Unless otherwise agreed to by TranStar and the County in writing, upon termination or expiration of this Agreement, TranStar shall have the right, but not the obligation to (i) sell any TranStar Owned Equipment to the County on mutually agreeable terms; (ii) remove the TranStar Owned Equipment at TranStar’s sole expense from the Location; or (iii) abandon the same in place by quieting all of its right, title and interest therein to the County.

21. **Fiscal Funding Clause.** Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term. TranStar shall have no right of action against the County other than as expressly stated in this Section 21, in the event that the County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the
event that the County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, the County, at its sole discretion, shall provide funds from a separate source or may terminate this Agreement by written notice to TranStar at the earliest possible time prior to the end of its fiscal year. In the event of such a termination, TranStar shall cease any and all services under this Agreement on the date that County notifies Transtar that County must terminate this Agreement due to a lack of sufficient funds. County shall compensate TranStar, in accordance with the terms of this Agreement, for services performed prior to the date specified in such notice. Upon receipt of such notice, TranStar shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be performed.

22. **Independent Contractor.** In performing the work under this Agreement, each is an independent Contractor and reserves the right to control its employees and representatives and each party reserves only the right of inspection to ascertain that the completed work conforms to the requirements of this Agreement.

23. **Notices.** All notices, demand or designations that may be or are required to be given by either party to the other under this Agreement will be in writing and will be deemed sufficiently given, made or delivered if by personal service, fax or if sent by United States certified or registered mail, postage prepaid, addressed to each party at the applicable address or fax number indicated in the introductory paragraph of this Agreement. Each notice, demand or designation referred to in this Paragraph will be deemed received on the date the personal service or fax is received or three days after being mailed in the manner provided above, as the case may be. It will be the responsibility of the party desiring to change its address or fax number or contact person for notice purposes to notify the other party in writing of such change and any such change will be effective upon the receiving party’s receipt of such notice. Such notices will be sent to the attention of the following contact people:

**County**

<table>
<thead>
<tr>
<th>Attn: Chris Thompson</th>
<th>TranStar</th>
</tr>
</thead>
<tbody>
<tr>
<td>600 Commerce St, Suite 750</td>
<td>Attn: Ken Nicholson</td>
</tr>
<tr>
<td>Dallas, Texas 75202</td>
<td>8117 Preston Road, Suite 202</td>
</tr>
<tr>
<td></td>
<td>Dallas, Texas 75225</td>
</tr>
</tbody>
</table>

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

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

26. **Entire Agreement.** This Agreement together with Exhibits A and B, which by this reference are incorporated into and made a part of this Agreement, set forth the entire agreement and understanding of the parties in respect of the transactions contemplated by it and supersede all prior agreements, arrangements and understandings relating to its subject matter.
27. **Marketing and Promotions.** The TranStar logo (or the logo of any TranStar affiliate) will appear on the CNG facility and TranStar will have the right to place signage at the Location including the name of its fuel, the fuel price and signage for compliance with government regulations, codes and rules. All signs, trademark identifications, logos and all related items will at all times remain the property of the party from which they originated. TranStar will have the right to remove or change its signs, logos, trademarks and identification at the CNG facility at the Location from time to time. All signs, trademark identifications, logos and all related items shall have the County’s prior written consent to all material changes in signage before it is utilized. TranStar is responsible for the removal of all signs, trademark identifications, logos and any related items upon termination of this Agreement.

28. **Force Majeure.** Obligations under this Agreement other than obligations to make payments, will be suspended while, but only so long as, a party is prevented from complying with such obligations, in whole or in part, by strikes, lockouts, acts of God, war, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials in the open market, inadequate facilities for the transportation of materials, interruption in the supply or transportation of natural gas, electricity or other matters beyond the reasonable control of either party whether similar to the matters specifically enumerated above or not. It is understood and agreed that the settlement of strikes or lockouts will be entirely within the discretion of each party to this Agreement.

29. **Laws and Regulations.** The parties agree that the actions contemplated by this Agreement will be conducted in accordance with all valid applicable laws, orders, rules and regulations made by duly constituted governmental authorities having jurisdiction, including without limitation, all applicable requirements of federal, state and local occupational, health and safety agencies and environmental protection agencies, concerning the receipt, storage and dispensing of motor fuels, the disposal of waste materials and governing the recovery of vapors. Furthermore, such activities will specifically comply with the applicable provisions of the National Fire Protection Association Publications “NAFA 52”.

30. **Assignment.** Either party upon written notice submitted to the other party at least thirty (30) days prior to the execution of the assignment documents, may assign its interest under this Agreement, in writing, to any entity that by purchase, merger, consolidation or other transfer has succeeded to all or substantially all of the assignor’s assets needed to perform the assignor’s obligations under this Agreement. Otherwise, neither party will assign this Agreement without prior written consent of the other party, which consent will not be unreasonably withheld. No assignment will be valid unless the assignee: (i) agrees in writing to be bound by all terms and conditions of this Agreement and (ii) has demonstrated by objective evidence that it is financially and operationally capable of full performance under this Agreement.

31. **Governing Law: Severability.** This Agreement is expressly made subject to County’s Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable State of Texas and Federal laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas. This Agreement will in all respects be governed by and construed in accordance with the internal laws of the State of Texas. If any provision of this Agreement is
held to be invalid, unenforceable or ineffective for any reason whatsoever, all other provisions will be and remain in full force and effect and the parties will negotiate in good faith with respect to the equitable modification of the provision(s) held to be invalid.

32. **Binding Effect.** The terms of this Agreement will extend to and be binding upon the parties, their permitted successors and assigns.

33. **Taxes.** TranStar agrees to pay any tax, including applicable fuel taxes and sales taxes, excise (manufacturer’s or otherwise), inspection fee, duty (import or export) license fee (import or export), tonnage charge, assessment or other charge that is levied, assessed or imposed by federal, state or local authority upon the transactions contemplated or that is imposed on or measured by the price paid per GGE by customers under this Agreement; but, excluding any income tax payable by County. In accordance with the Tax Code, Chapter 171, VTCA, payments can be made under this Agreement 1) if a corporation certifies by execution of this Agreement that its payment of franchise taxes is current in “good standing” with the State of Texas; or 2) if it is exempt from payment of franchise taxes and certifies by execution of this agreement that it is not subject to the State of Texas franchise tax. A false statement regarding franchise tax status will be treated as a material breach of this Agreement and may be grounds for termination at the option of the County. If franchise tax payments become delinquent during the term of this Agreement, or any extension, payments under this agreement will, at the option of the County, be withheld until delinquent franchise tax is paid in full.

34. **No Partnership.** This Agreement will not be construed as creating a partnership, joint venture, agency relationship or association, nor will this Agreement render the parties liable as partners, co-venturers or principals. In their relations with each other under this Agreement, the parties will not be considered fiduciaries or to have established a confidential relationship but will be free to act on an arm’s length basis in accordance with the respective self-interest of each, subject, however, to the obligation of the parties to act in good faith in the dealings with each other with respect to the activities under this Agreement.

35. **Attorney’s Fees.** In the event of any lawsuit between TranStar and County arising out of or relating to the transactions or relationship contemplated by this Agreement (regardless of whether such action alleges breach of contract, tort, violation of a statute or any other cause of action), the prevailing party will not be entitled to recover its attorneys’ fees against the other party.

36. **Waiver/Default/Mitigation/Amendment.** A waiver by either party of one or more breaches under this Agreement will not be deemed to be a waiver of any other or any continuing breach under this Agreement. The subsequent acceptance of payments under this Agreement will not be deemed to be a waiver of any preceding breach regardless of knowledge on the part of the party accepting payment of the preceding breach at the time of acceptance of the payment. No amendment or modification of the Agreement and no waiver of any provision of the Agreement, will be binding on either party unless in writing and signed by each party to this Agreement. Termination of this Agreement will not relieve either party of responsibility for obligations incurred prior to termination. It is not a waiver of breach if the non-breaching party
fails to immediately declare a breach or delays in taking any action. Both Parties have a duty to mitigate damages.

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

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

39. **Priority.** In the event of a conflict between the terms of this Agreement and any attachments and exhibits, the terms of this Agreement shall be controlling.

40. **Disclaimer.** THERE ARE NO ORAL OR IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE, OF OR BY TRANSTAR, AND ALL ORAL OR IMPLIED WARRANTIES ARE SPECIFICALLY DISCLAIMED AND EXCLUDED.
The parties have executed this Agreement as of the date first here and above written.

DALLAS COUNTY

By: Jim Foster  
County Judge

TRANSTAR

By:  
Title:

RECOMMENDED BY:

By: Chris Thompson  
Director of Operations

Approved as to form:

By: Bob Schell  
Civil Section
EXHIBIT A

The routine maintenance to be performed by TranStar will include, at a minimum, the following:

<table>
<thead>
<tr>
<th>Item</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bi-weekly Requirements:</td>
<td></td>
</tr>
<tr>
<td>Gas Coalescing Filters</td>
<td>Check and drain and record</td>
</tr>
<tr>
<td>Gas Dryer Cartridge</td>
<td>Check and drain and record</td>
</tr>
<tr>
<td>Blow Down Tank</td>
<td>Check and drain and record</td>
</tr>
<tr>
<td>Compressor Oil</td>
<td>Add as necessary and record</td>
</tr>
<tr>
<td>Compressor Pressure</td>
<td>Check and record all stages</td>
</tr>
<tr>
<td>Compressor Temperature</td>
<td>Check and record</td>
</tr>
<tr>
<td>Gas Gauges</td>
<td>Check, adjust and record</td>
</tr>
<tr>
<td>Fueling Connector</td>
<td>Check and clean</td>
</tr>
<tr>
<td>Reference pressures</td>
<td>Check and reset as necessary</td>
</tr>
<tr>
<td>Site Inspection:</td>
<td></td>
</tr>
<tr>
<td>Compressors</td>
<td></td>
</tr>
<tr>
<td>Drive motors</td>
<td></td>
</tr>
<tr>
<td>Storage vessels</td>
<td></td>
</tr>
<tr>
<td>Gas handling equipment</td>
<td></td>
</tr>
<tr>
<td>Enclosure</td>
<td></td>
</tr>
<tr>
<td>Safety reliefs</td>
<td></td>
</tr>
<tr>
<td>Dispensers</td>
<td></td>
</tr>
<tr>
<td>Hoses</td>
<td></td>
</tr>
<tr>
<td>Connector “O” rings</td>
<td></td>
</tr>
<tr>
<td>Leaks</td>
<td></td>
</tr>
<tr>
<td>Dialog programming check</td>
<td></td>
</tr>
<tr>
<td>Verify ESD operational status</td>
<td></td>
</tr>
<tr>
<td>Semi-annual Requirements:</td>
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</tr>
<tr>
<td>Fueling Hoses</td>
<td>Conductive test</td>
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<tr>
<td>Compressor Oil</td>
<td>Change</td>
</tr>
<tr>
<td>Cardlock LCD</td>
<td>Change intensity setting</td>
</tr>
<tr>
<td>Filter Elements</td>
<td>Clean or replace as necessary</td>
</tr>
<tr>
<td>Annual Requirements:</td>
<td></td>
</tr>
<tr>
<td>Dispensers GGE</td>
<td>Calibrate for regional fuel composition</td>
</tr>
<tr>
<td>Steam Clean Equipment</td>
<td>With hazmat collection</td>
</tr>
<tr>
<td>Change Decals</td>
<td>On enclosure, dispenser and card reader</td>
</tr>
<tr>
<td>Bollards &amp; Island Skirt</td>
<td>Repaint</td>
</tr>
<tr>
<td>Storage Vessels</td>
<td>Drain</td>
</tr>
</tbody>
</table>
Exhibit B

DESCRIPTION OF THE CNG FACILITY

1. Compressor: 500 cubic feet per minute natural gas compression system with a gas engine drive system.

2. Storage: approximately 40,000 standard cubic feet of natural gas storage contained in one or more ASME rated vessels.

3. Dispenser: two standard CNG fueling dispensers (two hoses each) accessible by NGVs from both side offering both 3000 psi and 3600 psi fuel pressure.

4. Card Key System: One standard card reader device for each of the two fueling islands.

5. Associated components: standard fuel lines, piping, valves, connections, blow down tank, gas control panel, electrical panel, automated call out system, emergency shut down system, signage and related equipment.
Exhibit C

DESCRIPTION OF TRANSTAR OWNED EQUIPMENT

All Capital Upgrades

**Dispenser (2)**
Manufacturer: Greenfield
Model #: SG2B42
1. Serial #: 0222NGV
2. Serial #: 0223NGV

**Storage Spheres (2)**
48" Storage Spheres
Manufacturer: Allied Equipment
1. Serial #: 950
   Nat'n Board #: 109
2. Serial #: 951
   Nat'n Board #: 110

**Card Reader (1)**
Manufacturer: Multiforce
1. Model #: FF827-2L
   Serial #: 040311105. Rev. 2.0
Gilbarco D Box
Model #: PA02610000022
Serial #: ANSB530204. SMTC-MX
March 2, 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.

**Criminal Justice Department – Recommended**
The Criminal Justice Department requests a hiring freeze exception for the Competency Program Manager, Grade 12 position (#7244). The position has been vacant since February 19th. The Competency Program Manager is responsible for assisting and monitoring the efficient and timely movement of inmates in the Dallas County Jail to State Hospitals who are found incompetent to stand trial. In addition the position coordinates with Parkland Jail Health, the Courts, the District Attorney’s Office and the court appointed attorneys to have defendants with mental health issues examined for competency in a timely fashion. The Competency Program Manager is the only individual charged with these job responsibilities and without filling the position the amount of time mentally ill defendants spend in the County Jail would increase. Filling the position will result in a total cost of $3,508 per month including benefits to the General Fund.

**County Clerk – Recommended**
The County Clerk is requesting a hiring freeze exception for the following four positions that have an impact on daily operations. These positions have limited or no backup and are critical in ensuring the departments have adequate coverage on a daily basis. The positions are as follows:

- Clerk II, Grade 6 Position No. 555 Criminal Records Division
- Office Support Position No. 8852 Criminal Records Division
- Clerical Assistant, Grade 4 Position No. 3888 Civil Division
- Clerk I, Grade 5 Position No. 657 Vital Statistics

Filling the three positions will result in a cost of $10,791 per month including benefits.
Constable Precinct 3 – Recommended

Constable Adamcik, Constable Precinct 3 is requesting a hiring freeze exception to fill a Deputy, Grade 66 position in the traffic section. Filling the Deputy position (Pos# 6784) will result in a cost of $4,757 per month including benefits.
March 9, 2010

TO: Commissioners Court

THROUGH: Ryan Brown, Budget Officer

FROM: Cori Thomason, Budget & Policy Analyst

SUBJECT: Transfer of Sheriff’s Deputy Positions

BACKGROUND
The Sheriff’s Office has submitted a request to transfer two (2) Deputy positions from the Warrant Execution Division to the Criminal Investigation Division to perform operations focused on juvenile offenders. The purpose of this briefing is to provide a recommendation by the Office of Budget and Evaluation.

IMPACT ON OPERATIONS
Currently, the Sheriff’s Office conducts law enforcement operations focused on juvenile offenders from both the Warrant Execution and Criminal Investigation Divisions. In an effort to more efficiently manage resources, the Sheriff’s Office is combining juvenile apprehension and investigation responsibilities and directing them to the Criminal Investigation Division. In addition, these positions will perform duties related to the Tobacco Enforcement Grant.

FINANCIAL IMPACT/CONSIDERATIONS
There is no financial impact to the County as both positions are included in the FY2010 Budget.

RECOMMENDATION
The Office of Budget and Evaluation recommends the Commissioners Court approve transferring two (2) Deputy positions (position numbers 2587 and 2588) from the Warrant Execution Division to the Criminal Investigations Division.
March 9, 2010

MISCELLANEOUS

1) **FACILITIES MANAGEMENT** - requests approval:
   
   a) and funding to repair one damaged modular workstation on the 7th floor of the HHS building. Total cost of $600 will cover a replacement surface and corner post tear down reassembly and associated moving/skate charges. Recommended by Facilities Management.

   b) to build an outside ramp for the leased compactor at the Henry Wade Juvenile Justice Center. The ramp is needed for better access in dumping at garbage. Funding is available in the FY2010 126.0.2635.1075.70043, Minor Building Renovations. The estimated cost of materials is $1,000. Recommended by the Office of Budget and Evaluation.

2) **HEALTH & HUMAN SERVICES** – requests approval:

   a) to accept the award under the Atmos Energy Keeping the Warmth Program in the amount of $44,888.76, from Atmos Energy Corporation for assistance with energy costs for financially distressed individuals.

   (COURT ORDER ON FORMAL AGENDA)

   b) for an Agreement between Dallas County Health and Human Services and the National Association of County and City Health Officials for the Capacity Building award in the amount of $5,000 for activities associated with housing a Medical Reserve Corp. Unit.

   (COURT ORDER ON FORMAL AGENDA)

3) **SHERIFF** – is notifying the court that National Geographic is proposing a television project featuring females working for the department. They are interested in featuring female correctional officers as well as female warrant, traffic and SRT officers, female chiefs and assistant chiefs and other high profile female positions. The proposal includes filming inside the jail, as well as following some of the women home to see how they juggle family and home life with a demanding career. The goal is to highlight the dedication and caliber of females who make up the women of the Dallas County Sheriff's Department. Filming is requested to begin at the earliest in March. The production company would be required to meet Dallas County's policies for filming in County facilities, including a security deposit, insurance, and reimbursement for additional security/escort cost.

03/09/2010
4) **CLEAN AIR TASK FORCE** – requests approval to purchase a 1993 Chevy 1500 van with equipment from the Texas Department of Public Safety to be used for surveillance purposes. Funding in the amount of $3,500 is available in 466.2008.8620.2004. Recommended by the Office of Budget and Evaluation.

5) **IT SERVICES** – requests approval:

   a) to renew the annual maintenance and support for the VIMS (Veteran Information Management System) software from Sterling Solutions, Inc. at a cost of $700. This annual fee will continue until such time the County replaces or terminates use of the software. The software is used by Veterans Services as part of their business function. Funding to cover the cost of $700 is available in the Office of Information Technology budget for software maintenance (00195.1090.06520). Recommended by the Office of Information Technology.

   b) to reimburse Oran Curtis Hettich in the amount of $69 for travel expenses incurred in support of the APS Citation system during the month of February, 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.

6) **DISTRICT ATTORNEY** – requests approval to accept the following as donation equipment and supplies from UT Southwestern Police Department:

   5 – Weapon locks (shotgun and / or rifle)
   3 – Vehicle switch boxes
   2 – Vehicle truck organizers
   5 – Whelen strobe power packs
   8 – Strobe light heads (misc. color and sizes)
   15 - +/- Motorola HT1000 radio chargers
   3 – Porta clip radio holders
   10 – Stream light SL – 20X flashlights with misc. individual chargers
   2 – Stream light SL-40 flashlights
   2 – Stream lights SL-20X bank chargers
   6 – Stream lights flashlights traffic wands
   2 – Whelen visor strobe/LED vehicle lights
   2 – Whelen LED deck lights
   6 – Pair of mmisc deck lights
   4 – Headlight flashers
   4 – Tail light flashers
   1 – 911 EP light stick
   1 – Whelen EDGE 9404
   5 – 100 watt emergency audio amplifiers w / public address

03/09/2010
1 - 100 watt speakers
1 - SUV vehicle passenger compartment divider
1 - Unity map lamp
1 - Small box of misc. brackets and mounts for variable items
1 - Small box containing wiring harnesses and connectors

7) COMMUNICATION & CENTRAL SERVICES - requests approval:

a) to install 3 data drops at Kays Tower for the purpose of the Parkland Jail Health Services Psychiatric Providers connecting laptops and accessing Electronic Medical Records for patients’ lab record, progress notes assessments etc. This project is an extension of a previous job which was originally submitted in July 2009 and briefed for four data drops but at that time only one cable pull was able to be completed. Recommended by the Office of Budget and Evaluation.

**Material charge**
- CAT 5 data cable 353’ x .27 - $95.31
- Termination kits 3 x $13.18 - 39.54
- Total - $134.85

**Labor Hours**
- 10.75 hrs x $49 - $526.75
- Total Request - $661.60

b) to install 2 data drops at Lew Sterrett B 3rd Floor for the purpose of retrieving electronic data records for the new doctor in dialysis at this location. Due to the cable request being in the jail this job is considered a non-standard run and requires material and labor charges. Recommended by the Office of Budget and Evaluation.

**Material Charge**
- 2 data cables @ 200’ ea cat5e @ .27 - $108

**Labor Hours**
- 5 labor hours @ $49 ea
  - $245
- Total Request - $353

c) to provide a long distance code to Parkland Jail Health Services staff to be used at the Henry Wade facility. The code will be used for faxing purposes by the medical staff to the various state agencies and to contact parents to provide them with information regarding the children. Recommended by the Office of Budget and Evaluation.

03/09/2010
d) approve additional funds in the amount of $546 to pay an invoice for data drops in George Allen for the Video Magistration. This was originally briefed on January 12, 2010 for $977. The completed work invoice is for $1,523. Funding is available in Unallocated Reserves. Recommended by the Office of Budget and Evaluation.

TRAVEL REQUESTS

8) SHERIFF – requests approval for Mickey Tolbert to attend the ABTPA Board Meeting in El Paso, Texas on March 31, 2010 through April 1, 2010, in a Task Force vehicle with gas credit cards: $551 is available in Grant Fund, NTATTF Department, Conference Training Account, FY Budget 2010, (00466.05600.02460.2010).

9) OFFICE OF SECURITY & EMERGENCY MANAGEMENT – requests approval for Scott Greeson to attend the Pandemic Influeza Planning & Preparedness Meeting in Anniston, Alabama on April 4-5, 2010, at no cost to Dallas County.

10) IT SERVICES – requests approval for Mariah Holt to attend the VMware Vsphere Training in Irving, Texas on March 15-18, 2010, at no cost to Dallas County.

11) HEALTH & HUMAN SERVICES – requests approval for:

   a) Bisola Olumegbon, RN to attend Perinatal Hepatitis B Prevention Program Bi-Annual State Conference in Austin, Texas on May 10-11, 2010: $525.40 is available in Grant Fund, Immunization Locals Department, Training Fee Account, FY Budget 2010, (00466.08708.02460.2010).

   b) LaShonda Worthey to attend and participate in the Texas HIV/STD Conference in Austin, Texas on May 23-27, 2010: $1,290 is available in Grant Fund, Syphilis Elimination Effort Department, Conference Training Account, FY Budget 2010, (00466.08740.02460.2010) and $225 (registration fee) is available in Grant Fund, Syphilis Elimination Effort, Registration Account, FY Budget 2010, (00466.08740.02462.2010).

   c) Luz Betancourt to attend and participate in the Texas HIV/STD Conference in Austin, Texas on May 23-27, 2010: $1,125 is available in Grant Fund, Syphilis Elimination Effort Department, Conference Training Account, FY Budget 2010, (00466.08740.02460.2010) and $225 (registration fee) is available in Grant Fund, Syphilis Elimination Effort, Registration Account, FY Budget 2010, (00466.08740.02462.2010).

03/09/2010
d) Marisa Gonzales to attend and participate in the Texas HIV/STD Conference in Austin, Texas on May 23-27, 2010: $866 is available in Grant Fund, Syphilis Elimination Effort Department, Conference Training Account, FY Budget 2010, (00466.08740.02460.2010).

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:

12) **DWI COURT** – requests approval for Judge Dan Patterson, Mikah Mitchell, Gordon Hkle, Rafael Camacho, Marcella Marez, Jennifer Jones and Stacy William to attend the National Association of Drug Court Professionals in Boston, Massachusetts on June 1-6, 2010: $22,330 ($4,900 registration fee) is available in (00532.4031.21393.2010).

Travel Requests submitted for approval after travel had occurred:

13) **IT SERVICES** – requests approval for Brad Christian to attend the VMware Vsphere Training in Irving, Texas on March 8-11, 2010, at no cost to Dallas County.

MISCELLANEOUS EQUIPMENT

1) **DEPARTMENT:**
   **ITEMS:**
   Health & Human Services – PHER
   10 - Steel Freestanding Shelving
   1 - Tripod
   1 - Wireless Lavalier Mic Camera Pack
   1 - Info Lithium M AC/DC Adapter and Charger
   1 – Info Lithium M series battery pack
   1 – Info Lithium M series battery pack

   **ESTIMATED COST:**
   $8,550

   **FUNDING SOURCE:**
   Within Budget

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

03/09/2010
### Proposed Action:

The Health & Human Services Department is requesting authorization to purchase the above listed items for the PHER Grant #8733, which was court, ordered on September 22, 2009 and assigned court order number 2009 – 1736. Recommended by the Office of Budget and Evaluation.

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Cost</th>
<th>Funding Source</th>
<th>Expenditure Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 - External Hard Drive 250 GB Hi-Speed USB</td>
<td>$300</td>
<td>Within Budget</td>
<td>466.0000.02093.2010 Grant Fund, Health &amp; Human Services, Property, less than $5,000, FY2010</td>
</tr>
</tbody>
</table>

### Proposed Action:

The Health & Human Services Department is requesting authorization to purchase the above listed item for the PHER Grant #8733, which was court, ordered on September 22, 2009, and assigned court order number 2009 – 1736. Recommended by the Office of Budget and Evaluation.

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Cost</th>
<th>Funding Source</th>
<th>Expenditure Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Computer Carrying Case</td>
<td>$75</td>
<td>Within Budget</td>
<td>466.0000.02160.2010 (Grant Fund, Health &amp; Human Services, Property, less than $5,000, FY2010)</td>
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</tbody>
</table>

### Proposed Action:

The Health & Human Services Department is requesting authorization to purchase the above listed item for the PHER Grant #8733, which was court, ordered on September 22, 2009, and assigned court order number 2009 – 1736. Recommended by the Office of Budget and Evaluation.

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Cost</th>
<th>Funding Source</th>
<th>Expenditure Source</th>
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<tr>
<td>11 - 2010 Dallas Mapsco</td>
<td>$418</td>
<td>Within Budget</td>
<td>466.0000.02160.2010 (Grant Fund, Health &amp; Human Services, Property, less than $5,000, FY2010)</td>
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</table>

03/09/2010
PROPOSED ACTION: The Health & Human Services Department is requesting authorization to purchase the above listed item for the LIHEAP Grant #8302, which was court, ordered on April 28, 2009, and assigned court order number 2009 – 0790. Recommended by the Office of Budget and Evaluation.

(5) DEPARTMENT: Health & Human Services – LIHEAP
ITEMS:
1 – Map
4 – Protective Sleeves – 100 pair
4 – Shoe Covers – 100 pair
1 – A/C Gauges

ESTIMATED COST: $1,147
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 466.0000.02690.2010 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 LIHEAP Grant #8302, which was court, ordered on April 28, 2009, and assigned court order number 2009 – 0790. Recommended by the Office of Budget and Evaluation.

(6) DEPARTMENT: Health & Human Services – Home Loan
ITEM: 1 – Desktop Calculator

ESTIMATED COST: $54
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 Home Loan Grant #98303. Recommended by the Office of Budget and Evaluation.

(7) DEPARTMENT: Health & Human Services – OPHP
ITEMS:
Bioterrorism
1 – Safeco- Compartment Go Cart
13 – Industrial Wire shelves (2/pack)
10 – Industrial Wire Shelving

ESTIMATED COST: $4,625
FUNDING SOURCE: Within Budget

03/09/2010
<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
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<tbody>
<tr>
<td>2510</td>
<td>1 - Metal Cabinet with 5 shelves</td>
<td>$0</td>
</tr>
<tr>
<td>466.0000.02160.2010</td>
<td>(Grant Fund, Health &amp; Human Services, Property, less than $5,000, FY2010)</td>
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</tr>
<tr>
<td></td>
<td>The Health &amp; Human Services Department is requesting authorization to purchase the above listed item for the OPHB Bioterrorism Grant #8723, which was court, ordered on July 21, 2009, and assigned court order number 2009 - 0790. Recommended by the Office of Budget and Evaluation.</td>
<td></td>
</tr>
<tr>
<td>466.0000.02090.2010</td>
<td>(Grant Fund, Health &amp; Human Services, Property, less than $5,000, FY2010)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Health &amp; Human Services Department is requesting authorization to purchase the above listed items for the Older Adult Services Program Grant #8400, which was court, ordered on July 21, 2009, and assigned court order number 2009 - 1331. Recommended by the Office of Budget and Evaluation.</td>
<td></td>
</tr>
<tr>
<td>195.0.02093.0.0.92055</td>
<td>(Hardware Refresh)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Office of Information Technology requests Commissioner's Court approval to purchase a Dell notebook computer for use by the Civil Courts Court Administrator. The current computer is older and is unable to perform the functions needed for the position. Funding is available in 195.0.02093.0.0.92055 (Hardware Refresh). Recommended by the Office of Information Technology.</td>
<td></td>
</tr>
</tbody>
</table>
FUNDING SOURCE: Surplus
EXPENDITURE SOURCE: Surplus
PROPOSED ACTION: Road and Bridge District #1 requests authorization to transfer one metal cabinet with five shelves from surplus to Road and Bridge #1. Recommended by the Office of Budget and Evaluation.

(11) DEPARTMENT: 1027 Operational Services – Auto Service Center
ITEMS: 1 – Battery Jump Starter
ESTIMATED COST: $201
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 120.1027.02730.0000 (General Fund, ASC, Small Tools FY2010)
PROPOSED ACTION: Auto Service Center requests approval to purchase a replacement battery jump starter equipment due to the existing jumper box no longer working. Recommended by the Office of Budget and Evaluation.

(12) DEPARTMENT: 4501 County Court at Law #1
ITEMS: 1 – O’Connor’s Business & Commerce Code
ESTIMATED COST: $80
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 120.4501.2950.0000 (General Fund, CCL #1, Books and Supplements, FY2010)
PROPOSED ACTION: Judge Benson requests authorization to purchase O’Connor’s Business and Commerce Code. Recommended by the Office of Budget and Evaluation.

(13) DEPARTMENT: 4502 County Court at Law #2
ITEM: 1 – Texas Traffic Laws
ESTIMATED COST: $30
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 120.4502.2950.0000 (General Fund, CCL #2, Books and Supplements, FY2010)
PROPOSED ACTION: Judge Fifer requests authorization to purchase Texas Traffic Laws. Recommended by the Office of Budget and Evaluation.

(14) DEPARTMENT: 4013 Drug Court Program
ITEMS: 1 – Texas Criminal Pattern Jury Charges

03/09/2010
ESTIMATED COST: $125
FUNDING SOURCE: DDA
EXPENDITURE SOURCE: 120.4013.2230.0000 (General Fund, Drug Court, DDA – Spendable Balance, FY2010)
PROPOSED ACTION: Judge McDowell requests authorization to purchase Texas Criminal Pattern Jury Charges. Recommended by the Office of Budget and Evaluation.

(15) DEPARTMENT: Institute of Forensic Science
ITEMS: 1 – Laboratory alarm LEDs and ID badge printer ($6,439)
1 – Access control system programming ($2,400)
1 – Remote release of bay doors and air phone relocation ($3,294)

ESTIMATED COST: $12,133
FUNDING SOURCE: Unallocated Reserves
EXPENDITURE SOURCE: 196.0.8410.0.0.70030.0.0 (Major Capital Development Fund, IFS, Furniture and Equipment, FY2010)
PROPOSED ACTION: IFS requests authorization to purchase items needed to complete the new Institute security system. Recommended by the Office of Budget and Evaluation.

(16) DEPARTMENT: Sheriff – Freeway Management
ITEMS: 42 – Assembly VoiceLink Plus 2 Transmitter with clip ($220.50 ea)
42 – Voicelink with docking station ($175.50 ea)

ESTIMATED COST: $16,632
FUNDING SOURCE: Federal Forfeiture
EXPENDITURE SOURCE: 532.0.0.0.91002.0.0 (Federal Forfeiture, Sheriff, FY2010)
PROPOSED ACTION: Sheriff Traffic requests authorization to purchase VoiceLink transmitters for recording during traffic stops. Recommended by the Office of Budget and Evaluation.

(17) DEPARTMENT: Sheriff – DFW Fast
ITEMS: 2 – Tasers ($810 ea)
20 – Taser cartridges ($24 ea)

ESTIMATED COST: $2,100
FUNDING SOURCE: Grant Fund

03/09/2010
EXPENDITURE SOURCE: 466.0.2090.2010.0.0.5112.0 (Grant Fund, Sheriff – DFW Fast, FY2010)
PROPOSED ACTION:
Sheriff DFW Fast requests authorization to purchase tasers and cartridges. Recommended by the Office of Budget and Evaluation.

(18) DEPARTMENT: Sheriff – Physical Evidence
ITEMS: 3135
1 – Data Robtics Drobo Bay ($400)
5 – 1 TB hard drive ($100 ea)
2 – Digital Cameras ($780 ea)
1 – USB card ($60)
4 – Jump drives ($40 ea)
2 – Portable hard drives ($86 ea)
5 – USB hubs ($30 ea)

ESTIMATED COST: $3,002
FUNDING SOURCE: Federal Forfeiture
EXPENDITURE SOURCE: 532.0.0.0.91002.0.0 (Federal Forfeiture, Sheriff, FY2010)
PROPOSED ACTION:
Sheriff PES requests authorization to purchase equipment reimbursable by Secret Service. Recommended by the Office of Budget and Evaluation.

(19) DEPARTMENT: Sheriff – Intelligence Drug Interdiction Unit
ITEMS: 3142
1 – Ford F150 Crew Cab ($24,000)
1 – Dodge Durango ($23,000)

ESTIMATED COST: $47,000
FUNDING SOURCE: Federal Forfeiture
EXPENDITURE SOURCE: 532.0.8620.0.91002.0.0 (Federal Forfeiture, Sheriff, Vehicles, FY2010)
PROPOSED ACTION:
Sheriff Intelligence Drug Interdiction Unit requests authorization to purchase two replacement vehicles. Recommended by the Office of Budget and Evaluation.

(20) DEPARTMENT: Sheriff – West Tower
ITEMS: 3142
1 – Emergency Restraint Chair $1,550

ESTIMATED COST: Emergency Reserves, Furniture and Equipment
FUNDING SOURCE: 120.3142.2090.0000 (General Fund, Sheriff – West Tower, Equipment Less Than $5,000, FY2010)
EXPENDITURE SOURCE: 58

03/09/2010
PROPOSED ACTION: Sheriff West Tower requests authorization to purchase an emergency restraint chair to replace one that is broken and cannot be repaired. Recommended by the Office of Budget and Evaluation.

(21) DEPARTMENT: 1023
ITEMS: Communications & Central Services
8 – Inmate Phones
ESTIMATED COST: $1,848
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 00120.1023.07210.2010.0000 (General Fund, Communications & Central Services, Telecommunications Equipment, FY2010)

PROPOSED ACTION: Communications & Central Services requests approval to purchase inmate phones for use at Dallas County Juvenile locations. Recommended by Communications & Central Services.

(22) DEPARTMENT: Clean Air Task Force - 2004
ITEMS: 1 – Sierra Wireless Air Card Monthly Recurring Rate Plan
ESTIMATED COST: $630
FUNDING SOURCE: Grant Funds

PROPOSED ACTION: Communications & Central Services requests approval to purchase a wireless air card and service for internet access. The card is required to perform job functions while out in the field, monitoring database entries of suspected locations, live data feed. Having the card will expedite the investigations. Recommended by Communications & Central Services.

(23) DEPARTMENT: Quality Assurance Team
ITEMS: 1028
1 – Cellular phone Monthly Recurring Rate
($47.53 x 9 = $427.77)
1 – Sprint/Nextel Motorola IC502 (.99)
ESTIMATED COST: $429
FUNDING SOURCE: Grant Funds
EXPENDITURE SOURCE: 00120.1028.07213.0.0 (General Fund, Quality Assurance, Cellular phone, FY2010)

03/09/2010
PROPOSED ACTION:
The Quality Assurance Team requests approval to purchase a new cell phone for the new Maintenance Supervisor who is required to be on call 24/7. Recommended by Communications & Central Services.

TELECOMMUNICATIONS

Auto Service Center – requests:
P-1002005 - installation of 7 voice, 5 data lines and relocation of the paging system. Equipment $0.00; Installation $2,283.00; Recurring Cost $0.00 - Recommended Funding: 00196..0.08130.2001.0.70124.0.0

P-1002005A – to purchase of 200 feet of outdoor voice cable at $.40/ft, 200 feet of outdoor data cable at $.60/ft, and 4 - 4 pair building entrance protectors at $100/each. Equipment $600.00; Installation $0.00; Recurring Cost $0.00 - Recommended Funding: 00196..0.08130.2001.0.70124.0.0

District Attorney - M-1003005 - requests a H41 headset with M12 amplifier. Equipment $112.00; Installation $0.00; Recurring Cost $0.00 - Recommended

District Clerk – Criminal - P-1002007 - requests installation of 42 data lines. Equipment $0.00; Installation $8,539.50; Recurring Cost $0.00 - Recommended Funding: 00532.4020.02093.0000.0000.94060.00000.0000

Facilities – requests:
M-1003010 – a digital pager for emergency contact. Equipment $0.00; Installation $0.00; Recurring Monthly Cost $2.50 - Recommended

M-1003011 – a digital pager for emergency contact. Equipment $0.00; Installation $0.00; Recurring Monthly Cost $2.50 – Recommended

Juvenile - D-1003001 – requests installation of a data line. Equipment $0.00; Installation $200.00; Recurring Cost $0.00 - Recommended

Quality Assurance – requests:
M-1003001 – a digital pager for new positions filled. Equipment $0.00; Installation $0.00; Recurring Monthly Cost $2.50 - Recommended

M-1003003 – a digital pager for emergency contact. Equipment $0.00; Installation $0.00; Recurring Monthly Cost $2.50 - Recommended

M-1003004 – a digital pager for emergency contact. Equipment $0.00; Installation $0.00; Recurring Monthly Cost $2.50 - Recommended

03/09/2010
• 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.