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TEXAS A & M AgriLife Extension Service
The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL

NAME: Mark Arnold

TITLE: County Extension Agent – Agriculture

COUNTY: Ellis

MONTH: March 2016

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
3/1	Waxahachie-Ennis area-Spring Beef Program/Ennis 4-H Program	47		
3/2	Waxahachie area-County Entry Night	6		
3/3	Waxahachie area-Ellis County Buyers Dinner set up	179		
3/5	Waxahachie area-Ellis County Buyers Dinner	39		
3/7	Waxahachie area-Appraisal District Ag Committee	10		
3/8	Waxahachie area-Master Gardener Meeting/Training	7		
3/9	Waxahachie area-Beef Project Workshop/Ellis County Youth Expo Meeting	39		
3/11	Waxahachie area-TSCRA Ranch Gathering	163		
3/13	Waxahachie-Houston-Houston Livestock Show Junior Steers and Barrows	210		
3/14	Houston area-Junior Steers and Barrows	36		
3/15	Houston area-Junior Steers and Barrows	29		
3/16	Houston area-Junior Steers and Barrows	61		
3/17	Houston area-Junior Steers and Barrows	40		
3/18	Houston area-Junior Steers and Barrows	47		
3/19	Houston-Waxahachie-Junior Steers and Barrows	207		
3/19	Waxahachie area-Lawn and Garden Expo	6		
3/21	Waxahachie-Austin-Star of Texas Livestock Show	167		
3/22	Austin area-Star of Texas Livestock Show	17		
3/23	Austin-Waxahachie-Star of Texas Livestock Show	159		
3/26	Waxahachie area-Ellis County Youth Expo set up	21		

3/29	Waxahachie-Avalon area-Corn Demonstration Plot Planting	27		
3/30	Waxahachie-Ennis area-Master Gardener Board Meeting/Ennis Noon Lion Club Program	69		
3/31	Waxahachie area-Ellis County Youth Expo set up	21		
		1460		

Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Date: April 1, 2016

Signed: Mark Eld

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**Miles traveled: 1460****Selected major activities since last report****March 2016**

- 3/1 Spring Beef Program. 40 attendees- topics covered included herd health, mineral needs and pasture management.
- 3/2 County livestock show entry night, assisted 4-H agent, members and parents with completing entries for upcoming educational achievement event.
- 3/5 Ellis County Youth Expo Buyers Recognition Dinner. 100 attendees, agent assisted show officials and volunteers with the recognition/interpretation event.
- 3/7 Met with Appraisal District Ag Committee- 4 total - discussed trends, commodity issues, etc.
- 3/8 Master Gardener Meeting/Training-50 Master Gardeners received training on new Texas star plants and finalized plans for upcoming Lawn & Garden Show.
- 3/9 Ellis County Youth Expo Show Committee Meeting. 18 advisors and volunteers discussed and made final plans for upcoming stock show.
- 3/11 TSCRA Ranch Gathering. Worked with TSCRA staff in arranging the event and provided Extension Educational information as appropriate. 400 in attendance.
- 3/13-19 Houston Livestock Show, steers and barrows. 10 Ellis County 4-H members exhibited steers and barrows.
- 3/19 Master Gardener Lawn and Garden Expo, 3500 area citizens attended the annual educational event. Plant sales, vendor booths, educational program, youth events and Neil Sperry program were highlighted and available.
- 3/21-23 Star of Texas Stock Show, junior steers. 6 Ellis County 4-H members participated with 2 making the Premium Sale. Parker Wiley of Midlothian exhibited a 1st place Black Crossbred steer, and Anna Arnold of Ennis exhibited a 2nd place Black Crossbred steer.
- 3/26 Planted Corn Variety Demonstration with producer/cooperator Ricky Johnston near Avalon. 17 varieties planted to be evaluated on annual Crops Tour in June.
- 3/30 Master Gardener Executive Board met to discuss upcoming educational events and evaluate Lawn & Garden Show. 20 in attendance
- 3/30 Presented program to Ennis Noon Lions Club about upcoming Ellis County Youth Expo and how they can contribute and/or support. 60 in attendance and club presented \$500 check towards the Expo event.

Educational Programming

Programs	13
Participants	4700

Educational Contacts

Site Visits 4-H	25
Site Visits Ag	10
Telephone	71
MG/MN Telephone	60
Office Visits	175
E-Mails	1780
Newsletter/Letters	34
E-Gardening Newsletters	1440

Media Outreach:

Website hits	176
MG/MN new releases	9
MG/MN magazine	2
MG TV/Radio	4

Major plans for next month

- 4/4-9 Ellis County Youth Expo. ~1000 Ellis County 4-H/FFA members will exhibit rabbits, broilers, swine, sheep, goats, cattle show and creative arts projects.
- 4/6 Blackland Income Growth Executive Board Meeting-Waco Bill Foshea of Midlothian serves as incoming Chairman and Steve Beakley of Bardwell serves as Grain Commodity Chairman.
- 4/7 Ennis Retired Educators Program-Ennis
- 4/10-11 TCAAA Animal Industries Committee Meeting-Abilene Agent serves as past Chairman of this committee.
- 4/12 Master Gardener Meeting/Training-Waxahachie
- 4/13 Small Grains In-Service Training
- 4/19 Leadership Advisory Board Meeting-Waxahachie
- 4/19 New Landowners Educational Meeting
- 4/23 District 8 Livestock Judging Contest-College Station
- 4/30 District 8 4-H Round Up Contests-Reisel

Mark Arnold
Name
County Extension Agent - Agriculture
Title

Ellis
County
04/01/16
Date

Texas AgriLife Extension
The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL

NAME: Rita Hodges

TITLE: County Extension Agent - Family & Consumer Sciences

COUNTY: Ellis

MONTH: March 2016

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
3/1	Waxahachie (First Look, Better Living for Texans, 4-H, Master Wellness Volunteers)	31		
3/2	Waxahachie (Better Living for Texans program, First Look, 4-H, First Look, BLT program)	19		
3/3	DeSoto, Waxahachie (Better Living for Texans, 4-H, Master Wellness volunteers, program preparation)	51		
3/4	Waxahachie (Waxahachie C.A.R.E., Better Living for Texans, Senior Center, Walk Across Texas, 4-H, program preparation)	18		
3/7	Waxahachie (Tri-County Youth Tour planning, 4-H Adult Leaders, Better Living for Texans proposal)	45		
3/8	Waxahachie (Diabetes Coalition Meeting, Better Living for Texans, 4-H, Deliver BLT Newsletter)	39		
3/9	Waxahachie (Better Living for Texans program, First Look, program preparation, 4-H)	34		
3/10	Waxahachie (Senior Center, Nutrition Program, 4-H, Better Living for Texans, First Look)	29		
3/11	Waxahachie (diabetes education, program preparation, Better Living for Texans, 4-H)	18		
3/14	Ennis, Waxahachie (deliver BLT newsletters, 4-H, Master Wellness Volunteers)	77		
3/15	Waxahachie (Youth Expo preparation, 4-H, diabetes education, Better Living for Texans)	36		
3/17	Red Oak, Waxahachie (Diabetes Cooking School, program preparation, Better Living for Texans, Senior Center, 4-H)	65		
3/18	Waxahachie (deliver BLT newsletters, 4-H, program preparation)	11		
3/21	Waxahachie (Sr. Center, Youth Expo preparation, 4-H, Better Living for Texans, Master Wellness Volunteers)	19		
3/22	Waxahachie (Better Living for Texans, 4-H, Youth Expo preparation, Walk Across Texas)	14		
3/23	Waxahachie (Better Living for Texans program, First Look, Waxahachie C.A.R.E., 4-H, youth Expo preparation)	22		

3/24	Waxahachie (Master Wellness Volunteers, Youth Expo preparation, Better Living for Texans, 4-H)	14	
3/29	Waxahachie (Walk Across Texas, Better Living for Texans, Youth Expo preparation, 4-H, Master Wellness Volunteers)	17	
3/30	Waxahachie (First Look, Better Living for Texans, 4-H, Youth Expo preparation, Walk Across Texas)	21	
		580	

Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Date: April 1, 2016

Signed:

Rita M. Hodges

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
Miles traveled: 580

Selected major activities since last report

March 2016

- 3/2 Better Living for Texans program (10)
- 3/3 Better Living for Texans program (18)
- 3/7 4-H Leaders Association Meeting (8)
- 3/8 Diabetes Coalition Meeting (6)
- 3/9 Better Living for Texans program (10)
- 3/10 Nutritious Snacks program (8)
- 3/15 Youth Expo Meeting (5)
- 3/17 Diabetes Cooking Class (42)
- 3/17 Better Living for Texans program (14)
- 3/23 Better Living for Texans program (10)
- 3/30 Better Living for Texans program (10)
- 3/31 Met with Child Care, Director, Red Oak

Educational Programming:

Programs	9
Participants	130

Educational Contacts:

Site Visits-FCS	19
Telephone	110
Office Visits	50
E-mails	400
Newsletters/Letters	745

Media Outreach:

News Releases	7
Website	176
Facebook	94

Major plans for next month:

- 4/6 Youth Expo-Creative Arts Contests
- 4/12 County 4-H Roundup Contest
- 4/13 Better Living for Texans program
- 4/19 Leadership Advisory Board Meeting
- 4/19 Happy, Healthy Kids Day, Palmer Elementary
- 4/20 Better Living for Texans program
- 4/21 Diabetes Cooking Class
- 4/22 Better Living for Texans Centra Training
- 4/22 Texas Extension Agents-FCS District Meeting, Georgetown
- 4/26 City of Waxahachie Health Fair
- 4/30 District 4-H Roundup, Meridian

Rita Hodges

Name

County Extension Agent - Family & Consumer Sciences

Title

Ellis

County

04/01/16

Date

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
March 2016

Selected major activities since last report

Miles traveled: 1349

- Curriculum Enrichment
 - 3/3-First Christian Day School- *Pizza Ranch* (7 participants)
 - 3/8-Pettigrew Academy-*Creative Arts* (14 participants)
 - 3/21-First Christian Day School-(*incubator & curriculum drop-off*)
 - 3/29-Pettigrew Academy-*Educational Presentations* (14 participants)
 - 3/30-Shields Elementary-*Parts of a Plant* (88 Participants)
- Project Meetings
 - 3/5-Lamb & Goat clinic-18 participants
 - 3/23, 3/24-Lamb & Goat Clipping
 - 3/25-Livestock Judging-Navarro County
- NAE4-HA Conference
 - 3/31-4/1-Conference Walk-thru (New Orleans)
- Ellis County Youth Expo
 - 3/2-Entry Night
 - 3/26-Set-up Day
- Houston Stock Show
 - 3/10-Turkey Show-4 participants
 - 3/11-3/12-Heifer Show-7 participants
- Austin Stock Show
 - 3/19-3/20-Barrows-5 participants
- 3/7-County Council/Youth Advisory Board
- 3/7-Adult Leaders Meeting
- 3/24-Club Manager Meeting
- 3/21-Livestock 4-H Meeting
- 3/28-Ferris ISD Meeting (set-up afterschool 4-H Program)

Educational Contacts

Educational Programming:

Programs 5
 Participants.....127

Educational Contacts:

Site Visits 4-H..... 19
 Telephone..... 85
 Office Visits..... 51
 E-mails..... 819
 Newsletters/letters..... 397
 Faxes 62

Media Outreach:

News Releases..... 0
 TV/Radio..... 0
 Website Hits..... 181
 Social Media Contacts..... 54 posts on FB, 727 follows (13,593 post reach), 36 on Instagram (142 follows) 36 on Twitter (102 follows)

Major plans for next month

- Ellis County Youth Expo
- A Day in the Ring
- County Roundup
- District Horse Judging
- District Ag Product ID
- District Livestock Judging
- District Roundup
- Heritage FFA Ag Day
- Record Book Workshop

Name: Megan Parr

Title: County Extension Agent 4-H

Texas A&M AgriLIFE Extension · The Texas A&M University System

County: Ellis

Date:02/03/2015

A5

ELLIS COUNTY INVESTMENT REPORT
1st QUARTER 2016

Cheryl Chambers – Ellis County Treasurer
April 26, 2016

Carol Bush, County Judge

Dennis Robinson, Commissioner Pct. 1

Lane Grayson, Commissioner Pct. 2

Paul Perry, Commissioner Pct. 3

Kyle Butler, Commissioner Pct. 4

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Summary

This report is submitted in accordance with Government Code 2256.023. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal, liquidity, and yield.

This investment report is prepared according to generally accepted accounting principles. All of the County's investments are in full compliance with the Ellis County Investment Policy as passed by the Ellis County Commissioner's Court on December 12, 2011 and reviewed on January 26, 2016.

Although the Levee Districts are not funds of Ellis County, they are reported here for a total picture of funds managed by the Ellis County Treasurer.

Sincerely,

A handwritten signature in blue ink that reads "Cheryl Chambers". The signature is written in a cursive style.

Cheryl Chambers, C.C.T., C.I.O.
Ellis County Treasurer
Investment Officer for Ellis County

MONTH END BALANCES FOR INVESTMENTS

MARCH 31, 2016

ACCOUNT NAME	GO FUND#	GOMERICA	FUNDS MANAGEMENT	CUWATER TEXASCLASS	JONESVAR	TEXPOOL	TEXSTAR	TEXAS TERM	TOTAL
GENERAL	1	\$	-	\$ 711,410.85	\$ 18,676,871.72	\$ 126,175.37	\$ 17,986.36	\$ 7,573,480.38	\$ 27,105,924.68
REAR	3	\$	-	\$ 183,185.72	\$ 669,173.44	\$	\$ 58,050.28	\$ 137,494.21	\$ 1,047,903.65
REAR2	4	\$	-	\$ 55,677.02	\$ 634,291.73	\$	\$ 18,472.16	\$ 65,962.32	\$ 774,403.23
REAR3	5	\$	-	\$ 9,415.54	\$ 877,362.71	\$	\$ 28,169.70	\$ 51,592.04	\$ 966,538.99
REAR4	6	\$	-	\$ 28,705.56	\$ 391,931.88	\$	\$ 3,390.18	\$ 151,807.52	\$ 575,835.14
ADULT PROBATION	7	\$	-	\$	\$ 1,086,543.03	\$	\$	\$	\$ 1,086,543.03
JUVENILE PROBATION	8	\$	-	\$ 3,442.03	\$ 1,102,113.00	\$	\$	\$	\$ 1,105,555.03
FIRST	9	\$	-	\$	\$ 305,757.77	\$ 18,747.74	\$	\$ 564,577.46	\$ 889,082.97
EMSA	10	\$	-	\$	\$ 116,065.96	\$ 40,980.57	\$ 10,768.70	\$ 806,842.36	\$ 974,657.59
EMSA	11	\$	-	\$	\$ 363,154.69	\$ 27,864.58	\$ 32,932.03	\$ 676,405.97	\$ 1,100,357.27
EMSA	12	\$	-	\$	\$ 254,234.90	\$ 77,149.52	\$ 38,631.89	\$ 980,179.48	\$ 1,350,195.79
BATERA/ROADS	13	\$	-	\$	\$	\$	\$	\$	\$
GOALDCOURTTECH	14	\$	-	\$	\$	\$	\$	\$	\$
JUSTICECOURTTECH	15	\$	-	\$	\$	\$	\$	\$	\$
DCARCHIVES/RECIMGT	16	\$	-	\$	\$	\$	\$	\$	\$
JURY	17	\$	-	\$	\$ 101,740.88	\$	\$	\$	\$ 101,740.88
PERMIMPROVE	18	\$	-	\$	\$ 87,112.94	\$	\$ 420.01	\$	\$ 87,532.95
LIBRARY	19	\$	-	\$	\$ 32,905.94	\$	\$	\$	\$ 32,905.94
TRUSTAGENCY	20	\$	-	\$	\$ 3,127,514.23	\$	\$	\$	\$ 3,127,514.23
REGIMINT	21	\$	-	\$	\$ 233,143.57	\$	\$	\$	\$ 233,143.57
COACHIVES	22	\$	-	\$	\$	\$	\$ 1,260,570.22	\$	\$ 1,260,570.22
ROWAYATA/BOE	23	\$	-	\$	\$ 120,211.27	\$	\$	\$	\$ 120,211.27
FIRE/MARKS/AD/PROJ	24	\$	-	\$	\$	\$	\$	\$	\$
RIGHTORWAY/2008	25	\$	-	\$	\$	\$	\$	\$	\$
DCRECORDS/TECH	26	\$	-	\$	\$	\$	\$	\$	\$
RD/MT	27	\$	-	\$	\$	\$	\$	\$	\$
RD/MS	28	\$	-	\$	\$ 1,192,550.29	\$	\$	\$	\$ 1,192,550.29
RD/MS	29	\$	-	\$	\$ 67,135.14	\$	\$	\$	\$ 67,135.14
DAIGN/PROCESS	30	\$	-	\$	\$ 184,878.50	\$	\$	\$	\$ 184,878.50
DABRUG/CFR7	31	\$	-	\$	\$ 257,239.71	\$	\$	\$	\$ 257,239.71
GEN/CPRESER	32	\$	-	\$	\$ 347,967.10	\$	\$	\$	\$ 347,967.10
CR/SECURITY	33	\$	-	\$	\$ 348,546.57	\$	\$	\$	\$ 348,546.57
COURTREC/PRES/617	34	\$	-	\$	\$ 119,173.55	\$	\$	\$	\$ 119,173.55
DW/GOOD/DRAW	35	\$	-	\$	\$	\$	\$	\$	\$
ELECTION/ADMIN/REE	36	\$	-	\$	\$	\$	\$	\$	\$
SERIES/03/IS	37	\$	-	\$	\$ 1,137,559.99	\$	\$	\$	\$ 1,137,559.99
SERIES/07/IS	38	\$	-	\$ 848.28	\$ 3,865,153.48	\$	\$ 182,385.42	\$	\$ 4,048,387.18
GRANT/PASS/THROUGH	39	\$	-	\$	\$	\$	\$	\$	\$
SERIES/07/BOND/PROJ	40	\$	-	\$	\$	\$	\$	\$	\$
HDTA	41	\$	-	\$	\$	\$	\$	\$	\$
SHERIFF/ED/ICORP	42	\$	-	\$	\$ 316,376.78	\$	\$	\$	\$ 316,376.78
HAZARD/MITIGATION	44	\$	-	\$	\$	\$	\$	\$	\$
ADULT/CON/CDAR	45	\$	-	\$	\$	\$	\$	\$	\$
SHERIFF/ICORP	46	\$	-	\$	\$	\$	\$ 330,507.95	\$	\$ 330,507.95
SHERIFF/ICORP	47	\$	-	\$	\$ 101,812.11	\$	\$	\$	\$ 101,812.11
DABRUG/BEAURE	48	\$	-	\$	\$ 156,862.68	\$	\$	\$	\$ 156,862.68
JCS	49	\$	-	\$	\$	\$	\$	\$	\$
BA/FEDERAL/ASSET	51	\$	-	\$	\$	\$	\$	\$	\$
EMERSON/BENEFORCE	54	\$	-	\$	\$	\$	\$	\$	\$
COURT/AS/SECURE	55	\$	-	\$	\$	\$	\$	\$	\$
CONSTITUTION	56	\$	-	\$	\$	\$	\$	\$	\$
CONSTITUTION	57	\$	-	\$	\$	\$	\$	\$	\$
CONSTITUTION	58	\$	-	\$	\$	\$	\$	\$	\$
CONSTITUTION	59	\$	-	\$	\$ 16,001.66	\$	\$	\$	\$ 16,001.66
DAWNEOR/BUCK	72	\$	-	\$	\$	\$	\$ 338,618.94	\$	\$ 338,618.94
LEVER/2	73	\$	-	\$	\$	\$	\$ 262,532.09	\$	\$ 262,532.09
LEVER/4	74	\$	-	\$	\$	\$	\$	\$	\$
		\$	-	\$ 992,685.00	\$ 36,291,387.22	\$ 290,917.78	\$ 2,583,434.93	\$ 11,008,341.74	\$ 51,166,766.67

INVESTMENTS LISTED BY ENTITY / YIELD				
1ST QTR 2016				
	Total Invested	JANUARY	FEBRUARY	MARCH
COMERICA BANK	\$ -	0.1500%	0.1500%	0.1000%
FUNDS MANAGEMENT GROUP	\$ -			
GUTWATER (TEXAS CLASS)	\$ 992,685.00	0.4200%	0.4900%	0.5400%
LONESTAR POOL CORPORATE/GOVERN	\$ 36,291,387.22	.3929%/.2811%	.4390%/.3078%	.4752%/.3266%
TEXPOOL	\$ 290,917.78	0.2674%	0.3010%	0.3273%
TEXSTAR	\$ 2,583,434.93	0.2713%	0.3147%	0.3450%
TEXAS TERM	\$ 11,008,341.74	0.3800%	0.4000%	0.4100%
	\$ 51,166,766.67			

COMERICA BANK

Comerica Bank is a subsidiary of Comerica Incorporated. Comerica Incorporated is a financial services company headquartered in Dallas, Texas, strategically aligned into three major business segments: The Business Bank, The Retail Bank, and Wealth & Institutional Management. Comerica Bank has a Standard & Poor's rating of A. Comerica Bank serves as the Bank Depository for Ellis County and works closely with the County Treasurer to reduce costs. The Money Market accounts are FDIC insured up to the \$250,000.00 limit. If the amount invested exceeds the FDIC limit, the funds are covered by collateralization.

ELLIS COUNTY INVESTMENTS WITH COMERICA BANK

Market Value = Book Value

ACCOUNT NAME	COUNTY	COMERICA	
	FUND#	DECEMBER 31, 2015	MARCH 31, 2016
GENERAL	1	\$ 101,240.10	\$ -
RD#1	3	\$ -	\$ -
RD#2	4	\$ -	\$ -
RD#3	5	\$ -	\$ -
RD#4	6	\$ -	\$ -
ADULT PROBATION	7	\$ -	\$ -
JUVENILE PROBATION	8	\$ -	\$ -
FM#1	9	\$ -	\$ -
FM#2	10	\$ -	\$ -
FM#3	11	\$ -	\$ -
FM#4	12	\$ -	\$ -
LATERAL ROADS	13	\$ -	\$ -
CC & DC COURT TECH	14	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -
DC ARCHIVES REC MOT	16	\$ -	\$ -
JURY	17	\$ -	\$ -
PERM IMPROVE	18	\$ -	\$ -
LAW LIBRARY	19	\$ -	\$ -
TRUST & AGENCY	20	\$ -	\$ -
REC MGMT	21	\$ -	\$ -
CC ARCHIVES	22	\$ -	\$ -
ROW AVAILABLE	23	\$ -	\$ -
FIRE MARSHALL SPECIAL	24	\$ -	\$ -
RIGHT OF WAY 2008	25	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -
RD#1	27	\$ 193,286.33	\$ -
RD#3	28	\$ -	\$ -
RD#9	29	\$ -	\$ -
DA CHK PROCESS	30	\$ -	\$ -
DA DRUG FORF	31	\$ -	\$ -
GEN REC/PRESER	32	\$ -	\$ -
CH SECURITY	33	\$ -	\$ -
COURT REC/PRES 5/17/08	34	\$ -	\$ -
DWIBLOOD DRAW	35	\$ -	\$ -
ELECTION/ADMIN FEE	36	\$ -	\$ -
SERIES 03/08/13	37	\$ -	\$ -
SERIES 07/13S	38	\$ -	\$ -
GRANT PASS THROUGH	39	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -
KIDTA	41	\$ -	\$ -
SHERIFF FED FORF	42	\$ -	\$ -
HAZARD MITIGATION	44	\$ -	\$ -
ADULT CON CORR	45	\$ -	\$ -
SHERIFF SEIZURE	46	\$ -	\$ -
SHERIFF DRUG FORF	47	\$ -	\$ -
DA DRUG SEIZURE	48	\$ -	\$ -
JCC	49	\$ -	\$ -
DA FEDERAL ASSET	51	\$ -	\$ -
EMISSIONS ENFORCE	54	\$ -	\$ -
CONST #4 SEIZURE	55	\$ -	\$ -
CONST #2 FORF	56	\$ -	\$ -
CONST #1 FORF	57	\$ -	\$ -
CONST #4 FORF	58	\$ -	\$ -
LAW ENFORCE BLOCK	59	\$ -	\$ -
LEVEE 2	72	\$ -	\$ -
LEVEE 3	73	\$ -	\$ -
LEVEE 4	74	\$ -	\$ -
		\$ 294,526.43	\$ -

FUNDS MANAGEMENT GROUP

Funds Management Group, Inc. provides a full array of investment services to investors of public funds in Texas. Ellis County participates in Cash Account Trust, an SEC registered and regulated money market mutual fund, created explicitly for public funds in 1990. CAT is designed to maximize safety and security of invested principal and daily liquidity by investing only in US Treasury and Federal Agency securities (and repurchase agreements on same). The principals of FMGI, Bob Ross and Joan Alexander, have each been involved with banking and investments for public entities for over 35 years. Ross participated in the creation of CAT (originally named Investors Cash Trust). Other services of FMGI include bond underwriting, bond sale re-investment, general public finance, and depository contract advice.

ELLIS COUNTY INVESTMENTS WITH FUNDS MANAGEMENT GROUP

Market Value = Book Value

ACCOUNT NAME	COUNTY	GAT	
	FUND#	DECEMBER 31, 2015	MARCH 31, 2016
GENERAL	1	\$ -	\$ -
RB#1	3	\$ -	\$ -
RB#2	4	\$ -	\$ -
RB#3	5	\$ -	\$ -
RB#4	6	\$ -	\$ -
ADULT PROBATION	7	\$ -	\$ -
JUVENILE PROBATION	8	\$ -	\$ -
FM#1	9	\$ -	\$ -
FM#2	10	\$ -	\$ -
FM#3	11	\$ -	\$ -
FM#4	12	\$ -	\$ -
LATERAL ROADS	13	\$ -	\$ -
CO & DC COURT TECH	14	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -
DC ARCHIVES REG MGT	16	\$ -	\$ -
JURY	17	\$ -	\$ -
PERM IMPROVE	18	\$ -	\$ -
LAW LIBRARY	19	\$ -	\$ -
TRUST & AGENCY	20	\$ -	\$ -
REC MONT	21	\$ -	\$ -
CS ARCHIVES	22	\$ -	\$ -
ROW AVAILABLE	23	\$ -	\$ -
FIRE MARSHALL SPECIAL	24	\$ -	\$ -
RIGHT OF WAY 2008	25	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -
RD#1	27	\$ -	\$ -
RD#5	28	\$ -	\$ -
RD#6	29	\$ -	\$ -
DA CKIPROCESS	30	\$ -	\$ -
DA DRUG FORF	31	\$ -	\$ -
GEN REC/PRESER	32	\$ -	\$ -
CH SECURITY	33	\$ -	\$ -
COURT REC PRES 01/708	34	\$ -	\$ -
DWI BLOOD DRAW	35	\$ -	\$ -
ELECTION ADMIN FEE	36	\$ -	\$ -
SERIES 04/001/S	37	\$ -	\$ -
SERIES 07/18S	38	\$ -	\$ -
GRANT PASS THROUGH	39	\$ -	\$ -
SERIES 07/BOND PROJ	40	\$ -	\$ -
MDTA	41	\$ -	\$ -
SHERIFFED FORF	42	\$ -	\$ -
HAZARD MITIGATION	44	\$ -	\$ -
ADULT COM CORR	45	\$ -	\$ -
SHRE SEIZURE	46	\$ -	\$ -
SHRE DRUG FORF	47	\$ -	\$ -
DA DRUG SEIZURE	48	\$ -	\$ -
JCC	49	\$ -	\$ -
DA FEDERAL ASSET	51	\$ -	\$ -
EMISSIONS ENFORCE	54	\$ -	\$ -
CONST #4 SEIZURE	55	\$ -	\$ -
CONST #2 FORF	56	\$ -	\$ -
CONST #1 FORF	57	\$ -	\$ -
CONST #4 FORF	58	\$ -	\$ -
LAW ENFORCE BLOCK	59	\$ -	\$ -
LEVEE 2	72	\$ -	\$ -
LEVEE 3	73	\$ -	\$ -
LEVEE 4	74	\$ -	\$ -
		\$ -	\$ -

CUTWATER (Texas Class)

The Texas Cooperative Liquid Assets Securities System Trust was created as an investment pool for participants pursuant to Section 2256.016 of the Public Funds Investment Act, Texas Government Code, through which entities may pool any of its funds, or funds under its control, in order to preserve principal, to maintain the liquidity of the funds and to maximize yield in accordance with the Public Funds Investment Act. The Trust may invest in any or all of the legal investments specified in Sections 2256.009 through 2256.016, of the Act. Such investments may include, without limitation, the following:

- U.S. Treasury Bills, Notes and Bonds
- Obligations of or guaranteed by U.S. Government Agencies and Instrumentalities
- State and local government Obligations (subject to limitation)
- Certificates of Deposits of a State or Nations Bank Domiciled in the State of Texas Guaranteed or Insured by the FDIC
- Bankers' Acceptances
- Mutual Funds
- Repurchase Agreements
- Highly Rated Commercial Paper
- Guaranteed Investment Contracts (Bond Proceeds Only)

Texas Class is rated AAAM by Standard and Poor's, the highest rating assigned to principal stability government investment pools.

ELLIS COUNTY INVESTMENTS WITH CUTWATER (Texas Class)

Market Value = Book Value

ACCOUNT NAME	COUNTY	Texas Class	
	FUND#	DECEMBER 31, 2015	MARCH 31, 2016
GENERAL	1	\$ 710,557.66	\$ 711,410.85
RB#1	3	\$ 182,965.95	\$ 183,185.72
RB#2	4	\$ 55,610.24	\$ 55,677.02
RB#3	5	\$ 9,404.26	\$ 9,415.54
RB#4	6	\$ 28,671.15	\$ 28,705.56
ADULT PROBATION	7	\$	\$
JUVENILE PROBATION	8	\$ 3,437.87	\$ 3,442.03
FM#1	9	\$	\$
FM#2	10	\$	\$
FM#3	11	\$	\$
FM#4	12	\$	\$
LATERAL ROADS	13	\$	\$
CO & DC COURT TECH	14	\$	\$
JUSTICE CT TECH	15	\$	\$
DC ARCHIVES REC MGT	16	\$	\$
JURY	17	\$	\$
PER. IMPROVE	18	\$	\$
LAW LIBRARY	19	\$	\$
TRUST & AGENCY	20	\$	\$
REC MNT	21	\$	\$
CC ARCHIVES	22	\$	\$
ROW AVAILABLE	23	\$	\$
FIRE MARSHALL SPECIAL	24	\$	\$
RIGHT OF WAY 2008	25	\$	\$
DC RECORDS TECH	26	\$	\$
RD#1	27	\$	\$
RD#3	28	\$	\$
RD#8	29	\$	\$
DA G/K PROCESS	30	\$	\$
DA DRUG FORF	31	\$	\$
GEN REC/TRESER	32	\$	\$
CH SECURITY	33	\$	\$
COURT REC. PRES 51703	34	\$	\$
DWIBLOOD DRAW	35	\$	\$
ELECTION ADMIN FEE	36	\$	\$
SERIES 06/03/06	37	\$	\$
SERIES 07/08	38	\$ 847.33	\$ 848.28
GRANT PASS THROUGH	39	\$	\$
SERIES 07 BOND PROJ	40	\$	\$
HIDTA	41	\$	\$
SHERIFF FEE FORF	42	\$	\$
HAZARD MITIGATION	44	\$	\$
ADULT COM CORR	45	\$	\$
SHR SEIZURE	46	\$	\$
SHR DRUG FORF	47	\$	\$
DA DRUG SEIZURE	48	\$	\$
JCC	49	\$	\$
DA FEDERAL ASSET	51	\$	\$
EMISSIONS ENFORCE	54	\$	\$
CONST #1 SEIZURE	55	\$	\$
CONST #2 FORF	56	\$	\$
CONST #11 FORF	57	\$	\$
CONST #13 FORF	58	\$	\$
LAW ENFORCE BLOCK	59	\$	\$
LEVEE 2	72	\$	\$
LEVEE 3	73	\$	\$
LEVEE 4	74	\$	\$
		\$ 991,494.46	\$ 992,685.00

LONESTAR INVESTMENT POOL

The LoneStar Investment Pool is an investment pool available to government entities, in full compliance with the Public Funds Investment Act. Ellis County participates in 2 of the 3 available funds, the Government Overnight Fund and the Corporate Overnight Fund. Both Funds are rated AAA by Standard & Poor.

The Government Overnight Fund invests in the following:

- Obligations of the United States or its agencies and instrumentalities
- Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the United States or its agencies and instrumentalities
- Fully collateralized repurchase agreements that meet the following criteria: (1) have a defined termination date; (2) are secured by obligations of the United States or its agencies and instrumentalities; (3) require the securities being purchased by the Government Overnight Fund to be pledged to the Government Overnight Fund, held in the Government Overnight Fund's name, and deposited at the time the investment is made with the Government Overnight Fund or with a third party selected and approved by the Government Overnight Fund; and (4) are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state. The market value of repurchase agreement collateral is required to initially be 102 percent of the principal amount of such repurchase agreement. Thereafter, the market value of such collateral will be determined (marked-to-market) daily and reset to 102 percent of the principal amount if it falls below 100 percent.
- No-load money market mutual funds regulated by the SEC, provided the Government Overnight Fund shall not invest its funds in any one money market mutual fund in an amount that exceeds 10 percent of the total assets of such money market mutual fund.

The Corporate Overnight Plus Fund may invest in all securities authorized under the Investment Act. However, it is the Board's policy to have these additional restrictions:

- The Corporate Overnight Plus Fund shall not invest its assets in any one nongovernmental issuer in an amount that exceeds 5 percent of the total fund assets at cost.
- If an A-1 or P-1 investment is placed on the watch list with negative implications by a rating agency, the investment manager must sell the investment within one week.

ELLIS COUNTY INVESTMENTS WITH LONESTAR INVESTMENT POOL

Market Value = Book Value

ACCOUNT NAME	COUNTY FUND#	DECEMBER 31, 2015		MARCH 31, 2016	
		Corp. Oper. Fund	Govt. Oper. Fund	Corp. Oper. Fund	Govt. Oper. Fund
GENERAL	1	\$ 12,539,520.73	\$ -	\$ 18,676,871.72	\$ -
RD#1	3	\$ 278,517.19	\$ -	\$ 669,173.44	\$ -
RD#2	4	\$ 269,672.29	\$ -	\$ 634,291.73	\$ -
RD#3	5	\$ 527,265.37	\$ 50,178.67	\$ 827,145.96	\$ 50,216.75
RD#4	6	\$ 118,413.98	\$ 107.02	\$ 391,824.77	\$ 107.11
ADULT PROBATION	7	\$ 1,158,575.97	\$ 622.51	\$ 1,085,920.05	\$ 622.98
JUVENILE PROBATION	8	\$ 980,910.47	\$ 12,694.33	\$ 1,089,409.04	\$ 12,703.96
FW#1	9	\$ 95,434.38	\$ -	\$ 305,757.77	\$ -
FW#2	10	\$ 26,922.76	\$ -	\$ 116,065.96	\$ -
FW#3	11	\$ 252,761.07	\$ -	\$ 363,154.69	\$ -
FW#4	12	\$ 276,840.54	\$ -	\$ 254,234.90	\$ -
LATERAL ROADS	13	\$ -	\$ -	\$ -	\$ -
CO ADGCOURT TECH	14	\$ -	\$ -	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -	\$ -	\$ -
DC ARCHIVES REC MOT	16	\$ -	\$ -	\$ -	\$ -
JURY	17	\$ 8,755.26	\$ 2,936.45	\$ 98,802.20	\$ 2,938.68
PERM IMPROVE	18	\$ 797.72	\$ -	\$ 87,112.94	\$ -
LAW LIBRARY	19	\$ 14,387.70	\$ -	\$ 32,905.94	\$ -
TRUST AGENCY	20	\$ 49.68	\$ -	\$ 3,127,514.23	\$ -
REC MGMT	21	\$ 94,938.72	\$ -	\$ 233,143.57	\$ -
CG ARCHIVES	22	\$ -	\$ -	\$ -	\$ -
ROW AVAILABLE	23	\$ 120,081.16	\$ -	\$ 120,211.27	\$ -
FIRE MARSHALL SPECIAL	24	\$ -	\$ -	\$ -	\$ -
RIGHT OF WAY 2008	25	\$ -	\$ -	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -	\$ -	\$ -
RD#1	27	\$ 998,107.27	\$ -	\$ 1,192,550.29	\$ -
RD#5	28	\$ 67,062.47	\$ -	\$ 67,135.14	\$ -
RD#16	29	\$ 184,678.40	\$ -	\$ 184,878.50	\$ -
DACHK PROCESS	30	\$ 265,006.19	\$ -	\$ 257,239.71	\$ -
DADRUG FORF	31	\$ 364,084.02	\$ -	\$ 347,967.10	\$ -
GEN REC/PRESER	32	\$ 268,917.48	\$ -	\$ 348,546.57	\$ -
CH SECURITY	33	\$ 89,326.31	\$ -	\$ 119,173.55	\$ -
COURT REC PRES 5/1706	34	\$ -	\$ -	\$ -	\$ -
DW BLOOD DRAW	35	\$ -	\$ -	\$ -	\$ -
ELECTION ADMIN FEE	36	\$ -	\$ -	\$ -	\$ -
SERIES 03/98 US	37	\$ 869,063.12	\$ -	\$ 1,137,559.99	\$ -
SERIES 07/12S	38	\$ 1,324,003.21	\$ -	\$ 3,865,153.48	\$ -
GRANT PASS THROUGH	39	\$ -	\$ -	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -	\$ -	\$ -
NETA	41	\$ -	\$ -	\$ -	\$ -
SHERIFF DRUG FORF	42	\$ 278,299.28	\$ 62,291.02	\$ 254,038.49	\$ 62,338.29
HAZARD MITIGATION	44	\$ -	\$ -	\$ -	\$ -
ADULT CON CORR	45	\$ -	\$ -	\$ -	\$ -
CH RE SEIZURE	46	\$ -	\$ -	\$ -	\$ -
SHR DRUG FORF	47	\$ 106,801.42	\$ -	\$ 101,812.11	\$ -
DADRUG SEIZURE	48	\$ 65,273.60	\$ 1,190.42	\$ 155,671.36	\$ 1,191.32
JCC	49	\$ -	\$ -	\$ -	\$ -
DA FEDERAL ASSET	51	\$ -	\$ -	\$ -	\$ -
EMISSIONS ENFORCE	54	\$ -	\$ -	\$ -	\$ -
CONST #4 SEIZURE	55	\$ -	\$ -	\$ -	\$ -
CONST #2 FORF	56	\$ -	\$ -	\$ -	\$ -
CONST #1 FORF	57	\$ -	\$ -	\$ -	\$ -
CONST #4 FORF	58	\$ -	\$ -	\$ -	\$ -
LAW ENFORCE BLOCK	59	\$ 15,984.34	\$ -	\$ 16,001.66	\$ -
LEVEE 2	72	\$ -	\$ -	\$ -	\$ -
LEVEE 3	73	\$ -	\$ -	\$ -	\$ -
LEVEE 4	74	\$ -	\$ -	\$ -	\$ -
		\$ 21,660,452.10	\$ 130,020.42	\$ 36,161,268.13	\$ 130,119.09
		\$	\$ 21,790,472.52	\$	\$ 36,291,387.22

TEXPOOL

TexPool is a local government investments pool created on behalf of Texas entities whose investment objectives are preservation and safety of principal, liquidity and yield consistent with the Public Funds Investment Act. The pool seeks to maintain a \$1.00 value per share as required by the Texas Public Funds Investment Act. TexPool investments consist exclusively of U. S. Government securities, repurchase agreements collateralized by U. S. Government securities, and AAA-rated no-load money market mutual funds. TexPool is rated AAAM by Standard & Poor's, the highest rating a local government investment pool can achieve. The weighted average maturities of the pools cannot exceed 60 days, with the maximum maturity of any investment limited to 13 months. TexPool is governed by the Texas Public Funds Investment Act, and is in full compliance with the Act.

ELLIS COUNTY INVESTMENTS WITH TEXPOOL

Market Value = Book Value

ACCOUNT NAME	COUNTY	TexPool	
	FUND#	DECEMBER 31, 2015	MARCH 31, 2016
GENERAL	1	\$ 126,081.55	\$ 126,175.37
REM1	3	\$ -	\$ -
REM2	4	\$ -	\$ -
REM3	5	\$ -	\$ -
REM4	6	\$ -	\$ -
ADULT PROBATION	7	\$ -	\$ -
JUVENILE PROBATION	8	\$ -	\$ -
FM#1	9	\$ 18,733.83	\$ 18,747.74
FM#2	10	\$ 40,950.07	\$ 40,980.57
FM#3	11	\$ 27,843.82	\$ 27,864.58
FM#4	12	\$ 77,092.14	\$ 77,149.52
LATERAL ROADS	13	\$ -	\$ -
CO & DC COURT TECH	14	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -
DC ARCHIVES REC MGT	16	\$ -	\$ -
JURY	17	\$ -	\$ -
PERM IMPROVE	18	\$ -	\$ -
LAW LIBRARY	19	\$ -	\$ -
TRUST & AGENCY	20	\$ -	\$ -
REC MGT	21	\$ -	\$ -
CG ARCHIVES	22	\$ -	\$ -
ROW AVAILABLE	23	\$ -	\$ -
FIRE MARSHALL SPECIAL	24	\$ -	\$ -
RIGHT OF WAY 2008	25	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -
RD#1	27	\$ -	\$ -
RD#3	28	\$ -	\$ -
RD#6	29	\$ -	\$ -
DA CHK PROCESS	30	\$ -	\$ -
DA DRUG FORF	31	\$ -	\$ -
GEN REC/PRESER	32	\$ -	\$ -
CH SECURITY	33	\$ -	\$ -
COURT REC, PRES 51703	34	\$ -	\$ -
DWIBLOOD DRAW	35	\$ -	\$ -
ELECTION ADMIN. FEE	36	\$ -	\$ -
SERIES 93/98/1/S	37	\$ -	\$ -
SERIES 07/1&S	38	\$ -	\$ -
GRANT PASS THROUGH	39	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -
HDTA	41	\$ -	\$ -
SHERIFF FED FORF	42	\$ -	\$ -
HAZARD MITIGATION	44	\$ -	\$ -
ADULT COM CORR	45	\$ -	\$ -
SHERIFF SEIZURE	46	\$ -	\$ -
SHERIFF DRUG FORF	47	\$ -	\$ -
DA DRUG SEIZURE	48	\$ -	\$ -
JCC	49	\$ -	\$ -
DA FEDERAL ASSET	51	\$ -	\$ -
EMISSIONS ENFORCE	54	\$ -	\$ -
CONST#4 SEIZURE	55	\$ -	\$ -
CONST#2 FORF	56	\$ -	\$ -
CONST#1 FORF	57	\$ -	\$ -
CONST#3 FORF	58	\$ -	\$ -
LAW ENFORCE BLOCK	59	\$ -	\$ -
LEVEE 2	72	\$ -	\$ -
LEVEE 3	73	\$ -	\$ -
LEVEE 4	74	\$ -	\$ -
		\$ 290,701.41	\$ 290,917.78

TEXSTAR

TexSTAR is a local government investment pool created under the Interlocal Cooperation Act specifically tailored to meet Texas state and local government investment objectives of preservation of principal, daily liquidity and competitive yield. The funds portfolio is a government-repurchase agreement pool, utilizing primarily U.S. Treasury securities, U.S. agency securities – both fixed and floating-and REPO collateralized obligations, the principal and interest of which are unconditionally guaranteed or insured by the full faith and credit of the United States or its agencies or its instrumentalities. The fund is rated AAAM by Standard and Poor's and maintains a maturity of 60 days or less, with a maximum maturity of 13 months for any individual security. The fund seeks to maintain a constant dollar objective and fulfills all requirements of the Texas PFIA for local government investment pools.

ELLIS COUNTY INVESTMENTS WITH TEXSTAR

Market Value = Book Value

ACCOUNT NAME	COUNTY	TEXSTAR	
	FUND#	DECEMBER 31, 2016	MARCH 31, 2016
GENERAL	1	\$ 17,972.43	\$ 17,986.36
REM1	3	\$ 58,005.39	\$ 58,050.28
REM2	4	\$ 18,457.90	\$ 18,472.16
REM3	5	\$ 28,146.95	\$ 28,168.70
REM4	6	\$ 3,387.57	\$ 3,390.18
ADULT PROBATION	7	\$ -	\$ -
JUVENILE PROBATION	8	\$ -	\$ -
REM1	9	\$ -	\$ -
REM2	10	\$ 10,760.39	\$ 10,768.70
REM3	11	\$ 32,906.57	\$ 32,932.03
REM4	12	\$ 38,602.02	\$ 38,631.89
LATERAL ROADS	13	\$ -	\$ -
CO & DC COURT TECH	14	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -
DC ARCHIVES REG MGT	16	\$ -	\$ -
JURY	17	\$ -	\$ -
PERT IMPROVE	18	\$ 419.87	\$ 420.01
LAW LIBRARY	19	\$ -	\$ -
TRUST & AGENCY	20	\$ -	\$ -
REG MGMT	21	\$ -	\$ -
CO ARCHIVES	22	\$ 884,957.08	\$ 1,260,570.22
ROW AVAILABLE	23	\$ -	\$ -
FIRE MARSHALL SPECIAL	24	\$ -	\$ -
RIGHT OF WAY 2008	25	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -
RD#1	27	\$ -	\$ -
RD#3	28	\$ -	\$ -
RD#16	29	\$ -	\$ -
DA CHK PROCESS	30	\$ -	\$ -
DA DRUG FORF	31	\$ -	\$ -
GEN REC/PREFER	32	\$ -	\$ -
CH SECURITY	33	\$ -	\$ -
COURT REC. PRES 6/1708	34	\$ -	\$ -
DWI BLOOD DRAW	35	\$ -	\$ -
ELECTION ADMIN. FEE	36	\$ -	\$ -
SERIES 06/01/08	37	\$ -	\$ -
SERIES 07/08	38	\$ 182,244.42	\$ 182,385.42
GRANT PASS THROUGH	39	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -
HIDTA	41	\$ -	\$ -
SHERIFF FID FORF	42	\$ -	\$ -
HAZARD MITIGATION	44	\$ -	\$ -
ADULT COM CORR	45	\$ -	\$ -
SHERIFF SEIZURE	46	\$ 331,676.87	\$ 330,507.95
SHERIFF DRUG FORF	47	\$ -	\$ -
DA DRUG SEIZURE	48	\$ -	\$ -
JCC	49	\$ -	\$ -
DA FEDERAL ASSET	51	\$ -	\$ -
EMISSIONS ENFORCE	54	\$ -	\$ -
CONST#4 SEIZURE	55	\$ -	\$ -
CONST#2 FORF	56	\$ -	\$ -
CONST#1 FORF	57	\$ -	\$ -
CONST#3 FORF	58	\$ -	\$ -
LAW ENFORCE BLOCK	59	\$ -	\$ -
LEVEL 2	72	\$ 330,678.15	\$ 338,618.94
LEVEL 3	73	\$ 229,936.93	\$ 262,532.09
LEVEL 4	74	\$ -	\$ -
		\$ 2,168,152.54	\$ 2,583,434.93

TEXAS TERM

TexasTerm Local Government Investment Pool is a local government pool created by and for Texas local governments to provide investment programs tailored to the needs of Texas cities, counties, school districts and other public investors. Texas Term portfolios (TexasDAILY and TexasTERM) seek to provide investors with safety, flexibility and competitive yields. TexasDAILY has a Standard and Poor's fund rating of AAAM. The rating signifies excellent safety of invested principal and a superior capacity to maintain a \$1.00 per share net asset value.

TexasDAILY portfolio may contain a combination of:

- Obligations of the U.S. Government or its Agencies or Instrumentalities
- Repurchase Agreements with Primary Dealers
- Certificates of Deposit that are FDIC insured and fully collateralized according to Texas Law
- Money Market Mutual Funds rate AAA or equivalent

The TexasDAILY portfolio provides a variable rate with availability of funds on a daily basis.

ELLIS COUNTY INVESTMENTS WITH TEXAS TERM

Market Value = Book Value

ACCOUNT NAME	COUNTY	Texas DAILY	
	FUND#	DECEMBER 31, 2015	MARCH 31, 2016
GENERAL	1	\$ 1,714,717.92	\$ 7,573,480.38
RD#1	3	\$ 72,399.30	\$ 137,494.21
RD#2	4	\$ 33,917.53	\$ 65,962.32
RD#3	5	\$ 31,559.51	\$ 51,592.04
RD#4	6	\$ 23,752.39	\$ 151,807.52
ADULT PROBATION	7	\$ -	\$ -
JUVENILE PROBATION	8	\$ -	\$ -
RD#1	9	\$ 8,548.58	\$ 564,577.46
RD#2	10	\$ 202,216.13	\$ 806,842.36
RD#3	11	\$ 169,905.61	\$ 676,405.97
RD#4	12	\$ 184,923.49	\$ 980,179.48
LATERAL ROADS	13	\$ -	\$ -
CO & DC COURT TECH	14	\$ -	\$ -
JUSTICE CT TECH	15	\$ -	\$ -
DC ARCHIVES/REG MGT	16	\$ -	\$ -
JURY	17	\$ -	\$ -
PERM IMPROVE	18	\$ -	\$ -
LAW LIBRARY	19	\$ -	\$ -
TRUST & AGENCY	20	\$ -	\$ -
REG MGT	21	\$ -	\$ -
CO ARCHIVES	22	\$ -	\$ -
ROW AVAILABLE	23	\$ -	\$ -
FIRE MARSHALL SPECIAL	24	\$ -	\$ -
RIGHT OF WAY 2008	25	\$ -	\$ -
DC RECORDS TECH	26	\$ -	\$ -
RD#1	27	\$ -	\$ -
RD#3	28	\$ -	\$ -
RD#6	29	\$ -	\$ -
DA QWK PROCESS	30	\$ -	\$ -
DA DRUG FORF	31	\$ -	\$ -
GEN REC/PRESER	32	\$ -	\$ -
CH SECURITY	33	\$ -	\$ -
COURT REC. PRES 51-708	34	\$ -	\$ -
DWI BLOOD DRAW	35	\$ -	\$ -
ELECTION ADMIN. FEE	36	\$ -	\$ -
SERIES 03/98 I/S	37	\$ -	\$ -
SERIES 07/88	38	\$ -	\$ -
GRANT PASS THROUGH	39	\$ -	\$ -
SERIES 07 BOND PROJ	40	\$ -	\$ -
HDTA	41	\$ -	\$ -
SHERIFF FED FORF	42	\$ -	\$ -
HAZARD MITIGATION	44	\$ -	\$ -
ADULT COM CORR	45	\$ -	\$ -
SHERIFF SEIZURE	46	\$ -	\$ -
SHERIFF DRUG FORF	47	\$ -	\$ -
DA DRUG SEIZURE	48	\$ -	\$ -
JCS	49	\$ -	\$ -
DA FEDERAL ASSET	51	\$ -	\$ -
EMISSIONS ENFORCE	54	\$ -	\$ -
CONST #4 SEIZURE	55	\$ -	\$ -
CONST #2 FORF	56	\$ -	\$ -
CONST #1 FORF	57	\$ -	\$ -
CONST #3 FORF	58	\$ -	\$ -
LAW ENFORCE BLOCK	59	\$ -	\$ -
LEVEE 2	72	\$ -	\$ -
LEVEE 3	73	\$ -	\$ -
LEVEE 4	74	\$ -	\$ -
		\$ 2,441,940.46	\$ 11,008,341.74

ACTIVITY BY FUND
Quarter Ending MARCH 31, 2016

ACCOUNT NAME	COUNTY FUND#	Beginning Balance DECEMBER 31, 2015	Deposits	Withdrawals	Interest Earned	Ending Balance MARCH 31, 2016
GENERAL	1	\$ 15,210,090.39	\$ 13,853,800.00	\$ 1,984,865.00	\$ 26,899.29	\$ 27,105,924.68
RE#1	3	\$ 591,887.83	\$ 455,000.00		\$ 1,015.82	\$ 1,047,903.65
RE#2	4	\$ 377,657.96	\$ 396,000.00		\$ 745.27	\$ 774,403.23
RE#3	5	\$ 646,554.76	\$ 420,000.00	\$ 101,000.00	\$ 984.23	\$ 966,538.99
RE#4	6	\$ 174,332.11	\$ 471,000.00	\$ 70,000.00	\$ 503.03	\$ 575,835.14
ADULT PROBATION	7	\$ 1,159,198.48	\$ 140,000.00	\$ 213,800.00	\$ 1,144.55	\$ 1,086,543.03
JUVENILE PROBATION	8	\$ 997,042.67	\$ 193,900.00	\$ 86,520.00	\$ 1,132.36	\$ 1,105,555.03
EM#1	9	\$ 122,716.79	\$ 765,700.00		\$ 666.18	\$ 889,082.97
EM#2	10	\$ 280,849.35	\$ 716,000.00	\$ 23,000.00	\$ 808.24	\$ 974,657.59
EM#3	11	\$ 483,417.07	\$ 621,000.00	\$ 5,000.00	\$ 940.20	\$ 1,100,357.27
EM#4	12	\$ 577,458.19	\$ 902,500.00	\$ 131,000.00	\$ 1,237.60	\$ 1,350,195.79
HAZARDOUS WASTE	13	\$ -			\$ -	\$ -
COURT/CORRECTION	14	\$ -			\$ -	\$ -
JUDICIAL TECH	15	\$ -			\$ -	\$ -
COURT ARCHIVES/REG	16	\$ -			\$ -	\$ -
JURY	17	\$ 11,691.71	\$ 90,000.00		\$ 49.17	\$ 101,740.88
RE#IMPROVE	18	\$ 1,217.59	\$ 86,302.00		\$ 13.36	\$ 87,532.95
LIBRARY	19	\$ 14,387.70	\$ 18,500.00		\$ 18.24	\$ 32,905.94
TRUST AGENCY	20	\$ 49.68	\$ 3,500,000.00	\$ 375,000.00	\$ 2,464.55	\$ 3,127,514.23
REGIMENT	21	\$ 94,938.72	\$ 182,700.00	\$ 44,700.00	\$ 204.85	\$ 233,143.57
COURT ARCHIVES	22	\$ 884,957.08	\$ 374,700.00		\$ 913.14	\$ 1,260,570.22
NON AVAILBLE	23	\$ 120,081.16			\$ 130.11	\$ 120,211.27
RE# MASSHULL SPECIAL	24	\$ -			\$ -	\$ -
RE# HULLWAY 2005	25	\$ -			\$ -	\$ -
RE# BORDERS TECH	26	\$ -			\$ -	\$ -
RE#1	27	\$ 1,191,393.60	\$ 193,333.86	\$ 193,333.86	\$ 1,156.69	\$ 1,192,550.29
RE#5	28	\$ 67,062.47			\$ 72.67	\$ 67,135.14
RE#10	29	\$ 184,678.40			\$ 200.10	\$ 184,878.50
DAIRY PROCESS	30	\$ 265,006.19		\$ 8,050.00	\$ 283.52	\$ 257,239.71
DAIRY PROCESS	31	\$ 364,084.02	\$ 5,700.00	\$ 22,200.00	\$ 383.08	\$ 347,967.10
GEN REC PRESER	32	\$ 288,917.48	\$ 201,700.00	\$ 122,500.00	\$ 429.09	\$ 348,546.57
CH# SECURITY	33	\$ 89,326.31	\$ 82,700.00	\$ 53,000.00	\$ 147.24	\$ 119,173.55
COURT REC PRES 01/7/08	34	\$ -			\$ -	\$ -
DW# BLOOD DRAW	35	\$ -			\$ -	\$ -
BU# CTION ADMIN FEE	36	\$ -			\$ -	\$ -
SERIES 06/01/13	37	\$ 869,063.12	\$ 2,181,600.00	\$ 1,914,250.00	\$ 1,146.87	\$ 1,137,559.99
SERIES 07/13	38	\$ 1,507,094.96	\$ 3,138,800.00	\$ 601,250.00	\$ 3,742.22	\$ 4,048,387.18
GRANT PASS THROUGH	39	\$ -			\$ -	\$ -
SERIES 07/BOND PROU	40	\$ -			\$ -	\$ -
HDTA	41	\$ -			\$ -	\$ -
SHERIFF RE# FORT	42	\$ 340,590.30		\$ 24,550.00	\$ 336.48	\$ 316,376.78
HAZARD MITIGATION	44	\$ -			\$ -	\$ -
ADULT COR# CORR	45	\$ -			\$ -	\$ -
SHERIFF RE# FORT	46	\$ 331,676.87		\$ 1,425.00	\$ 256.08	\$ 330,507.95
SHERIFF RE# FORT	47	\$ 106,801.42		\$ 5,100.00	\$ 110.69	\$ 101,812.11
DAIRY PROCESS	48	\$ 66,464.02	\$ 93,580.00	\$ 3,320.00	\$ 138.66	\$ 156,862.68
JOG	49	\$ -			\$ -	\$ -
DA# FEDERAL ASSET	51	\$ -			\$ -	\$ -
EM# SIGNS ENFORCE	54	\$ -			\$ -	\$ -
CONST# RE# FORT	55	\$ -			\$ -	\$ -
CONST# RE# FORT	56	\$ -			\$ -	\$ -
CONST# RE# FORT	57	\$ -			\$ -	\$ -
CONST# RE# FORT	58	\$ -			\$ -	\$ -
LAW ENFORCE# BLOOM	59	\$ 15,984.34			\$ 17.32	\$ 16,001.66
REVEE#2	72	\$ 330,678.15	\$ 10,250.00	\$ 2,570.00	\$ 260.79	\$ 338,618.94
REVEE#3	73	\$ 229,936.93	\$ 53,140.00	\$ 20,750.00	\$ 205.16	\$ 262,532.09
REVEE#4	74	\$ -			\$ -	\$ -
		\$ 27,977,287.82	\$ 29,147,905.86	\$ 6,007,183.86	\$ 48,756.85	\$ 51,166,766.67

INVESTMENT INTEREST FOR 1ST QTR. 2016

	CO		JANUARY	FEBRUARY	MARCH	TOTAL
ACCOUNT NAME	FUND #					
GENERAL	1		\$ 6,707.72	\$ 9,310.26	\$ 10,881.31	\$ 26,899.29
RD#1	3		\$ 254.54	\$ 348.66	\$ 412.62	\$ 1,015.82
RD#2	4		\$ 177.93	\$ 261.13	\$ 306.21	\$ 745.27
RD#3	5		\$ 271.34	\$ 340.31	\$ 372.58	\$ 984.23
RD#4	6		\$ 105.28	\$ 187.83	\$ 209.92	\$ 503.03
ADULT PROBATION	7		\$ 358.89	\$ 362.18	\$ 423.48	\$ 1,144.55
JUVENILE PROBATION	8		\$ 338.85	\$ 370.85	\$ 422.66	\$ 1,132.36
FM#1	9		\$ 100.85	\$ 250.71	\$ 314.62	\$ 666.18
FM#2	10		\$ 168.57	\$ 294.45	\$ 345.22	\$ 808.24
FM#3	11		\$ 209.11	\$ 333.22	\$ 397.87	\$ 940.20
FM#4	12		\$ 287.38	\$ 443.45	\$ 506.77	\$ 1,237.60
LATERAL ROADS	13		\$ -	\$ -	\$ -	\$ -
CG & DC COURT TECH	14		\$ -	\$ -	\$ -	\$ -
JUSTICE CT TECH	15		\$ -	\$ -	\$ -	\$ -
DC ARCHIVES REC MGT	16		\$ -	\$ -	\$ -	\$ -
JURY	17		\$ 3.61	\$ 15.37	\$ 30.19	\$ 49.17
PERM IMPROVE	18		\$ 0.32	\$ 0.32	\$ 12.72	\$ 13.36
LAW LIBRARY	19		\$ 4.79	\$ 5.01	\$ 8.44	\$ 18.24
TRUST & AGENCY	20		\$ 0.02	\$ 1,177.19	\$ 1,287.34	\$ 2,464.55
REC MGMT	21		\$ 31.60	\$ 79.45	\$ 93.80	\$ 204.85
CG ARCHIVES	22		\$ 248.65	\$ 303.57	\$ 360.92	\$ 913.14
ROW AVAILABLE	23		\$ 39.97	\$ 41.78	\$ 48.36	\$ 130.11
FIRE MARSHALL SPECIAL	24		\$ -	\$ -	\$ -	\$ -
RIGHT OF WAY 2008	25		\$ -	\$ -	\$ -	\$ -
DC RECORDS TECH	26		\$ -	\$ -	\$ -	\$ -
RD#1	27		\$ 356.75	\$ 370.27	\$ 429.67	\$ 1,156.69
RD#3	28		\$ 22.32	\$ 23.34	\$ 27.01	\$ 72.67
RD#10	29		\$ 61.46	\$ 64.26	\$ 74.38	\$ 200.10
DA CMA PROCESS	30		\$ 88.20	\$ 91.31	\$ 104.01	\$ 283.52
DA DRUG FORF	31		\$ 121.17	\$ 123.39	\$ 138.52	\$ 383.08
GEN REC/PRESER	32		\$ 147.38	\$ 143.22	\$ 138.49	\$ 429.09
CH SECURITY	33		\$ 51.99	\$ 49.30	\$ 45.95	\$ 147.24
COURT REC/PRES 6/1/708	34		\$ -	\$ -	\$ -	\$ -
DM BLOOD DRAW	35		\$ -	\$ -	\$ -	\$ -
ELECTION/ADMIN FEE	36		\$ -	\$ -	\$ -	\$ -
SERIES 02/08/0	37		\$ 465.79	\$ 270.64	\$ 410.44	\$ 1,146.87
SERIES 07/08	38		\$ 940.16	\$ 1,204.52	\$ 1,597.54	\$ 3,742.22
GRANT PASS THROUGH	39		\$ -	\$ -	\$ -	\$ -
SERIES 07 BOND PROJ	40		\$ -	\$ -	\$ -	\$ -
HDTA	41		\$ -	\$ -	\$ -	\$ -
SHERIFF FEO FORF	42		\$ 107.45	\$ 109.58	\$ 119.45	\$ 336.48
HAZARD MITIGATION	44		\$ -	\$ -	\$ -	\$ -
ADULT COM CORR	45		\$ -	\$ -	\$ -	\$ -
SHRE SEIZURE	46		\$ 76.42	\$ 82.84	\$ 96.82	\$ 256.08
SHRE DRUG FORF	47		\$ 34.34	\$ 35.39	\$ 40.96	\$ 110.69
DA DRUG SEIZURE	48		\$ 31.15	\$ 48.34	\$ 59.17	\$ 138.66
UCG	49		\$ -	\$ -	\$ -	\$ -
DA FEDERAL ASSET	51		\$ -	\$ -	\$ -	\$ -
EMISSIONS ENFORCE	54		\$ -	\$ -	\$ -	\$ -
CONST#1 SEIZURE	55		\$ -	\$ -	\$ -	\$ -
CONST#2 FORF	56		\$ -	\$ -	\$ -	\$ -
CONST#1 FORF	57		\$ -	\$ -	\$ -	\$ -
CONST#4 FORF	58		\$ -	\$ -	\$ -	\$ -
LAW ENFORCE BLOCK	59		\$ 5.32	\$ 5.56	\$ 6.44	\$ 17.32
LEVEE 2	72		\$ 77.01	\$ 84.61	\$ 99.17	\$ 260.79
LEVEE 3	73		\$ 54.09	\$ 70.27	\$ 80.80	\$ 205.16
LEVEE 4	74		\$ -	\$ -	\$ -	\$ -
			\$ 11,950.42	\$ 16,902.58	\$ 19,903.85	\$ 48,756.85

Reportfolio

First Financial Bank N.A., Abilene, Abilene, TX
 Published: 3/28/2016 3:31:26 PM

Management Report
 Pledged To: ELLIS COUNTY

Date: 31-Mar-16
 Page: 85

Location	Cusip Trans#	Description Maturity	Prerefund	Pool Coupon	Moody StdPoor	Original Face Pledged Percent	Pledged Face Value	Par Value	Book Value	Pledged Market Value
FNBK		MERCEDES TX INDEP SCH DIST 8/15/2019	FAS 115	5.000	NA	100.00%	\$1,000,000.00	\$1,000,000.00	\$1,109,073.73	\$1,122,140.00
FROST NATIONAL BANK										
FNBK		N W HARRIS CNTY TX MUNI UTIL 4/1/2020		2.000	NA	100.00%	\$820,000.00	\$820,000.00	\$826,245.12	\$831,332.40
FROST NATIONAL BANK										
FNBK		ARLINGTON TX WTR & WSTWTR SYSR 6/1/2020		5.000	Aa2	100.00%	\$1,195,000.00	\$1,195,000.00	\$1,351,934.18	\$1,381,706.80
FROST NATIONAL BANK										
FNBK		WHITE SETTLEMENT TEX 2/15/2022		4.000	A1	100.00%	\$425,000.00	\$425,000.00	\$421,151.46	\$460,615.00
FROST NATIONAL BANK										
FNBK		SHERMAN TX INDEP SCH DIST 2/15/2027		5.000	Aaa	100.00%	\$1,140,000.00	\$1,140,000.00	\$1,316,630.55	\$1,361,559.00
FROST NATIONAL BANK										
5 Muni Tax Exempt - Fixed Rate										
FNBK		FHMS K013 A2 11/25/2021		3.974	NR	100.00%	\$10,000,000.00	\$10,000,000.00	\$10,776,318.35	\$10,914,056.00
FROST NATIONAL BANK										
1 CMBS - Fixed Rate										
Total Pledged & To: ELLC ELLIS COUNTY										
\$0.00 Munis with Maturity Under 2 Years \$4,580,000.00 Munis with Maturity Over 2 Years \$0.00 Other securities with Stated Maturity Under 2 Years \$10,000,000.00 Other securities with Stated Maturity Over 2 Years										

** If no data is shown, then there are no pledges for the current period.

PAGE 1 03/31/16 19:38:19 report FEDERAL RESERVE BANK PLEDGEE HOLDINGS BAPN032N

DISTRB

CC3 PROD

PT K1

AS OF CLOSE OF BUSINESS 03-31-2016 [REDACTED]

PLEDGE: ELLIS COUNTY
101 W. MAIN

INSTITUTION ID: [REDACTED]

TX 75165

WAXAHACHIE - COMERICA DALLAS

HOLDER : [REDACTED]
ACCOUNT : [REDACTED]
CUSIP # [REDACTED]

- *ELLIS COUNTY

04.000 FGPC G13701 G 12-01-24
03.000 FGPC G14407 G 03-01-27
02.500 FGPC G18439 G 07-01-27

RESP FRB:K1

BVF 0.1030751200
0.4106850300
0.4708445500
SUBTOTAL:
GRAND TOTAL:

PAR BALANCE 53,500,000.00
17,850,000.00
3,500,000.00
74,850,000.00

BOOK VALUE 5,514,518.92
7,330,727.79
1,647,955.93
14,493,202.64
14,493,202.64



BNY MELLON

Broker/Dealer Services
One Wall Street, Fourth Floor
New York, NY 10286

Date: 03/31/16

001456 XBGSC301
ATTN: CHERYL CHAMBERS
ELLIS COUNTY TEXAS
101 W MAIN SUITE 203
WAXAHACHIE TX 75165

Account Id: [REDACTED]

Tax Id Number: [REDACTED]

This advice is supplied as part of the Tri-Party Collateral agreement among the Customer, Wells Fargo Bank, N.A. and The Bank of New York Mellon. Any questions should be directed to Vinnette Frater, Senior Associate, BDS/Tri-Party Services, (973)569-2411.

As agent we confirm the following collateralized deposit information received from Wells Fargo Bank, N.A. as of close of business the last business day of the month.

Date: 03/31/16

The collateral segregated on your behalf on 03/31/16 is as follows:

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
[REDACTED]	FNMA FNMS 3.000% 05/01/42	927,578.00	544,108.57
[REDACTED]	FNMA FNMS 3.000% 08/01/42	121,008.00	95,381.53
[REDACTED]	FNMA FNMS 4.000% 08/01/43	55,105.00	41,106.26
[REDACTED]	FNMA FNMS 3.000% 02/01/30	131,007.00	118,714.09
[REDACTED]	FNMA FNMS 3.500% 12/01/33	7,127,433.00	5,240,837.02
TOTAL MKT VALUE			6,040,147.46



BNY MELLON

BROKER DEALER SERVICES DIVISION
PRICING, INDICATIVE DATA AND OTHER DISCLOSURES

The prices of financial assets and indicative data reported or reflected in reports furnished by the Broker Dealer Services Division (BDS) of The Bank of New York Mellon (BNYM) generally are provided by data providers and ratings agencies ("vendors") used by BDS in the ordinary course of business. Trust receipts will be valued based on the face amount of the underlying financial assets, as set forth therein. Prices and indicative data are not independently verified, and may contain errors or omissions.

With respect to certain newly issued financial assets, if vendors do not provide prices, such financial assets will be valued at par or the new issue price for up to three business days. Thereafter, such financial assets will be valued at zero.

With respect to certain financial assets other than new issues, vendors may not provide prices and may not update prices previously provided on a regular basis. If vendors do not provide prices or update previously reported prices within three business days, such financial assets will be valued at zero, unless other arrangements are agreed in writing.

Notwithstanding the foregoing, certain hard-to-price, thinly traded or illiquid financial assets are valued monthly with no adjustment during the interim period (details are available upon request by contacting BDS).

Although BNYM will not utilize prices obtained from brokers or dealers in providing services, BNYM may obtain from any broker or dealer prices and other information and data such as offering memoranda, observable and non-observable information and assumptions in order to assist BNYM's vendors in determining prices of particular financial assets.

With respect to certain financial assets that are not widely held or regularly traded, vendors may report prices based on valuation models which reflect underlying non-observable assumptions that may not be accurate or complete and such models and/or prices may not be regularly adjusted.

The prices reported by BDS may differ from the prices reported or used by other divisions of BNYM or its subsidiaries or affiliates, and such differences may or may not be material. Margin values reported in connection with triparty transactions may differ from margin values used by BNYM for its own account or for the account of its subsidiaries, affiliates or other clients.

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets in default, provided that the prices of such financial assets are made available to BNYM by a vendor which BNYM uses generally for valuing such financial assets.



BNY MELLON

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets issued by your transaction counterparty or its subsidiaries or affiliates.

Average Traded Volume data is obtained from primary or secondary securities exchanges.

Market data, which is subject to availability, may or may not be current.

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REPORTED PRICES, WHETHER PROVIDED BY VENDORS OR OTHERWISE OBTAINED AS DESCRIBED HEREIN, MAY NOT REFLECT THE ACTUAL AMOUNT THAT CAN BE REALIZED UPON THE SALE OF PARTICULAR FINANCIAL ASSETS.

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F2

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-30302-00000-000	FM2 FUND BALANCE CARRY OVER	\$15,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50802-00000-000	FM2 EQUIPMENT	\$15,000.00


Signature of Department Head

4.19.16
Date Signed

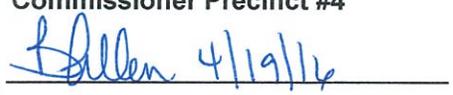
Ellis Co. Commissioner, Pct. 2
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2015/2016

County Judge
Commissioner Precinct #1
Commissioner Precinct #2
Commissioner Precinct #3
Commissioner Precinct #4

Approved by County Auditor's Office:


Needs court approval

F4

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 012-0755-30302-00000-000	FM4/FUND BAL. CARRYOVER	430,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 012-0755-50802-00000-000	FM4/PURCHASE OF EQUIPMENT	400,000.00
✓ 012-0755-50868-00000-000	FM4/CONTRACT LABOR	30,000.00

Rygh Butcher
Signature of Department Head

ROAD & BRIDGE PCT. 4
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2015/2016

County Judge
Commissioner Precinct #1
Commissioner Precinct #2
Commissioner Precinct #3
Commissioner Precinct #4

Approved by County Auditor's Office:

Hallen 4/18/16
Needs court approval



ELLIS COUNTY TAX ASSESSOR COLLECTOR

JOHN BRIDGES, RTA, CTA, CSTA
Ellis County Tax Assessor/Collector



P.O. Drawer 188
Waxahachie, TX 75168-0188
(972) 825-5150
Fax (972) 825-5151

E-Mail: john.bridges@publicans.com
Website: www.elliscountytax.com

FS

April 15, 2016

Request for Approval of

April 26, 2016 Commissioners' Court

<u>Refund to be issued to:</u>	<u>Account</u>	<u>Refund Amount</u>
Corelogic	154923	\$ 2,937.62
Corelogic	162826	\$ 2,696.90

SWAV,
constant as of 12/01/16

[Handwritten signature]
4/18/16

Dear Commissioners,

My name is Saul Reyes, property owner of 138 Hurst CR. Ferris, Tx 75125. Please excuse the inconvenience of my letter. However, I am sincerely asking for your understanding and relief of the matters of the existing metal buildings. As shown on the photos, one building is a 60 x 20 storage building and the one next to it is, I believe, 26 x 16 two story office and game building. These two buildings are off the back property line by 6 feet, which brings these in violation of 4 feet being that the requirements are 10 feet for the back and storage building is off the property line by 2 feet from the left side, please note that on that left side that property is 140 Hurst CR. Ferris, Tx, which is also my property. I have obtained relief letters from the electric and Water Company for the back area. I am now sincerely asking all the commissioners to please understand my situation of these existing buildings and please give me relief of this matter. Please note that none of these will be used as a residential dwelling.

Thank you sincerely for your understanding.

Sincerely, 



TO: DANNY M.



February 24, 2016

Hugo Hernandez
138 Hurst Circle
Ferris, TX 75125

Mr. Hernandez-

In regards to your property located at 138 Hurst Circle, at your request, Rockett Special Utility District has verified that we do not have any existing water lines that run through the back side of your property. At this time there is a 6" water line that runs across the front of your property along Hurst Circle.

Rockett Special Utility will not relinquish or abandon any easement across the front of your property located at 138 Hurst Circle, this easement is still required.

You may provide this letter to the City of Ferris or Ellis County as sufficient approval.

If you need any further information or assistance, please do not hesitate to contact me.

Thank you,

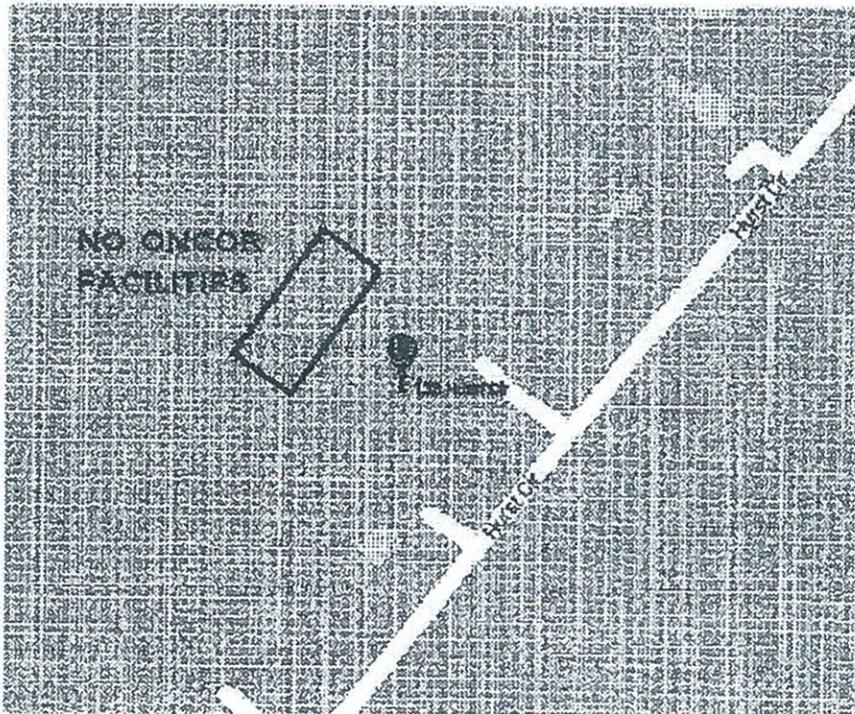
A handwritten signature in black ink, appearing to read "Robert Woodall".

Robert Woodall
Operations Manager

DEPT. DEVELOPMENT
ELLIS COUNTY
2016 FEB 24 AM 11:55



Oncor Electric Delivery Company LLC
a Delaware limited liability company

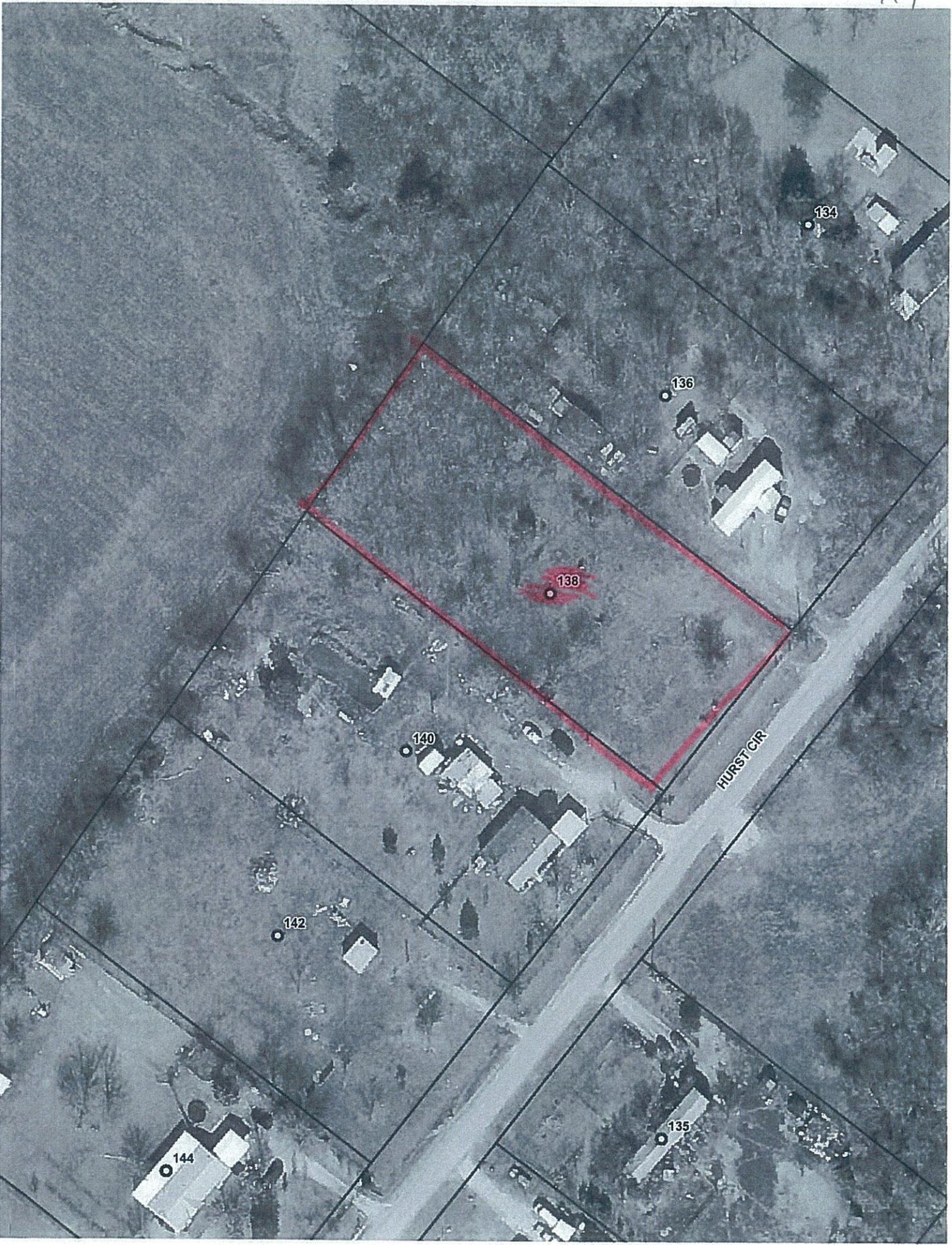


If you have questions or need additional information, please feel free to contact me.
Sincerely,

David Yopez
Utility Design Associate
David.yopez@oncor.com

2016 APR - 8 PM 2: 18

DEPT. DEVELOPMENT
ELLIS COUNTY



134

136

138

140

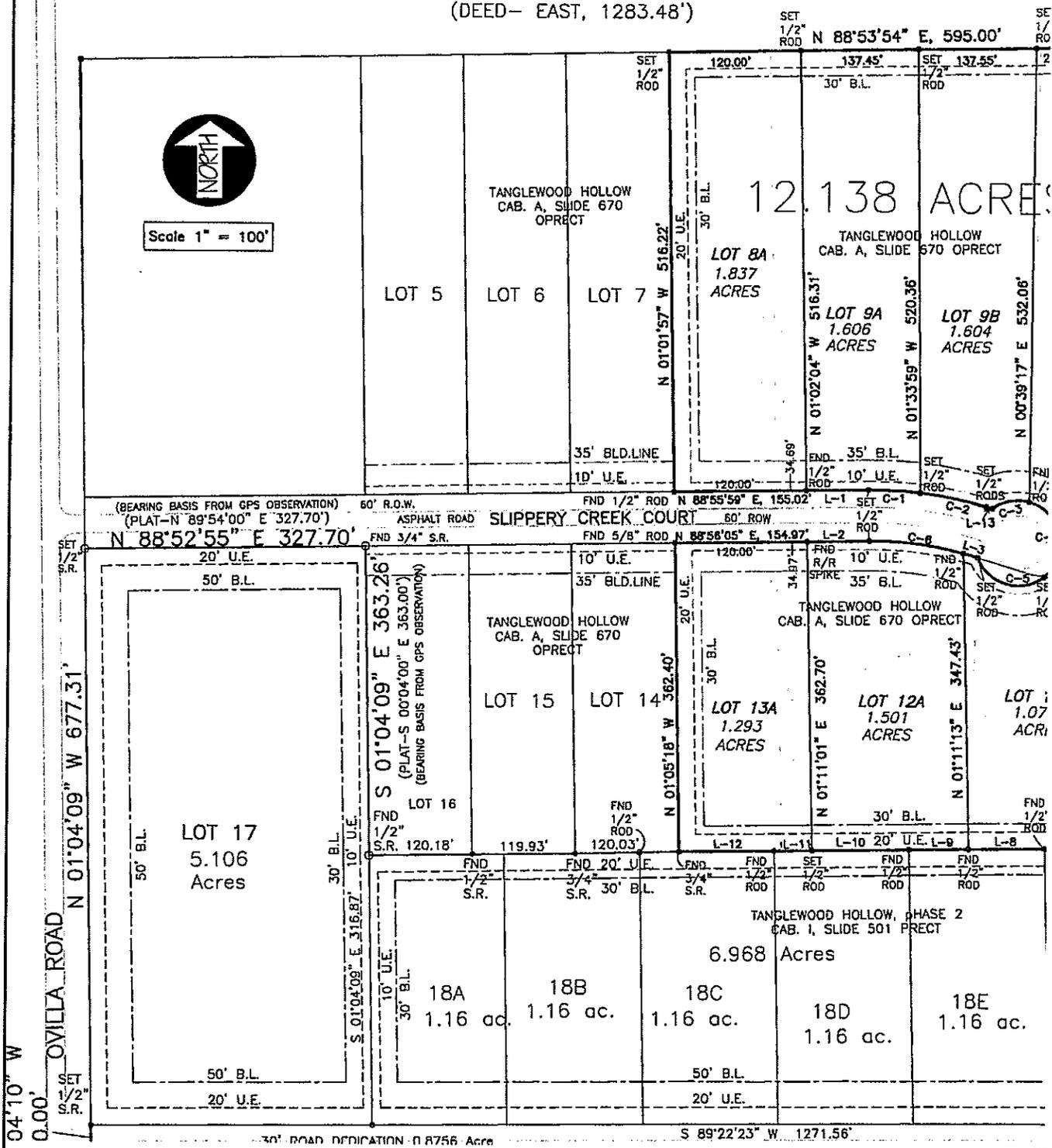
HURST CIR

142

144

135

(DEED- EAST, 1283.48')



LEGEND	
○	Property Corner
Fnd.	Found
S.R.	Steel Rod
U.E.	Utility Easement
R.O.W.	Right of Way
P.O.B.	Point of Beginning
C/L	Centerline
B.L.	Building Line
D.U.E.	Drainage & Utility Easement

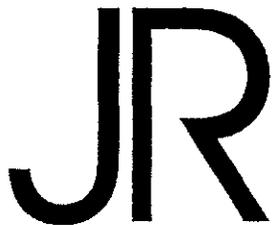
100 YEAR FLOOD NOTE:
 NO 100 YEAR FLOODPLAIN PER FEMA
 FIRM MAP # 48139C0050F, ZONE X
 UNSHADED, DATED JUNE 3, 2013 FOR
 ELLIS COUNTY, TEXAS.

NOTE:
 Property is in the extra territorial jurisdiction of the City of OVILLA and is subject to the platting rules and regulations of said City.

LOTS 8-

BEI

1.3



JOE RUST COMPANY
Land & Commercial Real Estate

Lance Rust
469-337-4627
Email: lancerust@joerust.com
Web Site: www.joerust.com

April 18, 2016

Mr. Paul Perry
P.O. Box 396
Italy, TX 76651

RE: Variance Request for 32+ Acres Located on FM 66 in Ellis County, Texas

Dear Mr. Perry:

Please accept this letter as a Variance Request to not meet the Ellis County's Subdivision Ordinance that requires 1,000 ft. between driveway cuts. As you can see on the attached aerial, I am requesting a driveway cut off of FM 66 in the center of the 32 acres. The location of the proposed driveway would be roughly 600 ft. east of Howland Dr. Both TXDOT and the City of Waxahachie have verbally approved a driveway cut at this location.

I have also attached a proposed site plan for the property. I met with both the city and the county last week regarding the site plan. It is a work in progress and is subject to change.

Please contact me with any questions at 469-337-4627. I look forward to hearing from you.

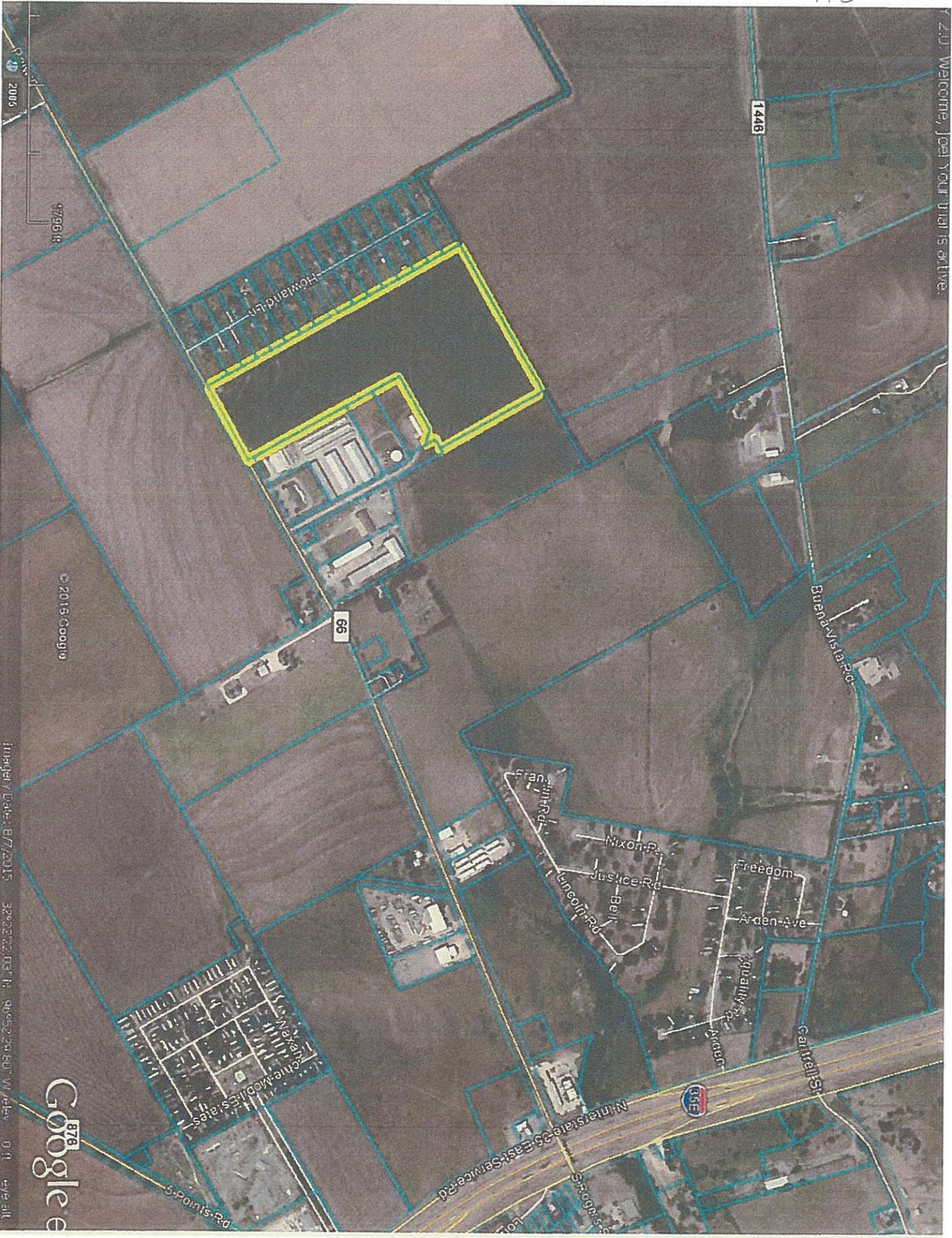
Thank you.

Sincerely,

Lance Rust

Owner:

Buddy Banks



1446

66

Howard Ln

Brena Vista Rd

Franlin Rd

Nixon Rd

Justice Rd

Bellevue

Freedom

Arden Ave

Qualitas

Arden

Cartell St

Interstate 35 East Service Rd



5 Points Rd

5 Points Rd

US Mexican
Schie-McCormick Sales

© 2015 Google

Google

Image Date: 8/7/2015 329323.03" N 96522.26 80" W Elev 0.0' Eye Alt

2005

4796.16

1.4



JOE RUST COMPANY
Land & Commercial Real Estate

Lance Rust
469-337-4627
Email: lancerust@joerust.com
Web Site: www.joerust.com

March 23, 2016

Ellis County Department of Development
c/o Judy Armstrong
109 S. Jackson St.
Waxahachie, TX 75165

RE: *Variance Request for 75 Acres Located on Old Maypearl Road in Ellis County, Texas*

Dear Judy:

Please accept this letter as a Variance Request to not meet the Ellis County's Subdivision Ordinance that requires 1,000 ft. between driveways. Due to the property only having 1,494 ft. of road frontage and being on an existing 90 degree turn on Old Maypearl Road, I feel that there would be a major safety issue if we had to abide by the current ordinance.

I would like to request a Variance to allow for a divided entry and a second driveway or access point on the far west end of the property as shown on the attached sketch.

Please contact me with any questions at 469-337-4627. I look forward to hearing from you.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Lance Rust". The signature is written in a cursive, slightly slanted style.

Lance Rust

75 Acres - Old Maypearl Rd.

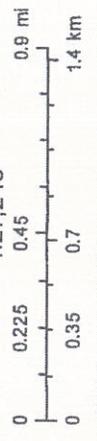


March 23, 2016

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries

-  Parcels
-  U.S. Highway
-  <all other values>
-  State Hwy
-  Interstate
-  Major Road

1:27,216



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand).

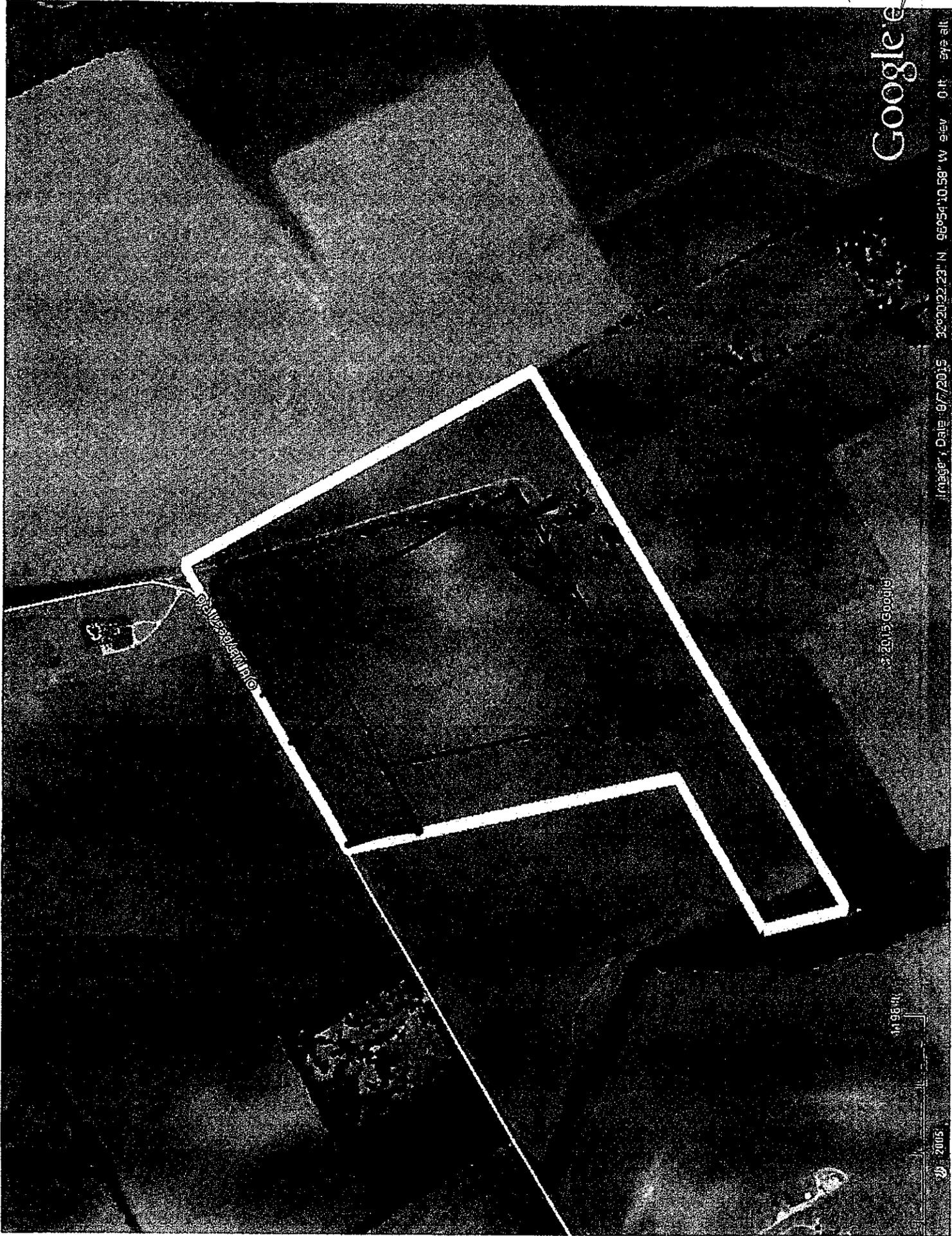
This product and relative contents are the property of the respective governmental entity and BIS Consultants. Use is restricted for official purposes. www.bisconsultants.com

14

104

Google

Image | Date: 8/7/2015 | 22°20'22.23" N | 95°54'10.58" W | Elev: 0 ft | Size: all



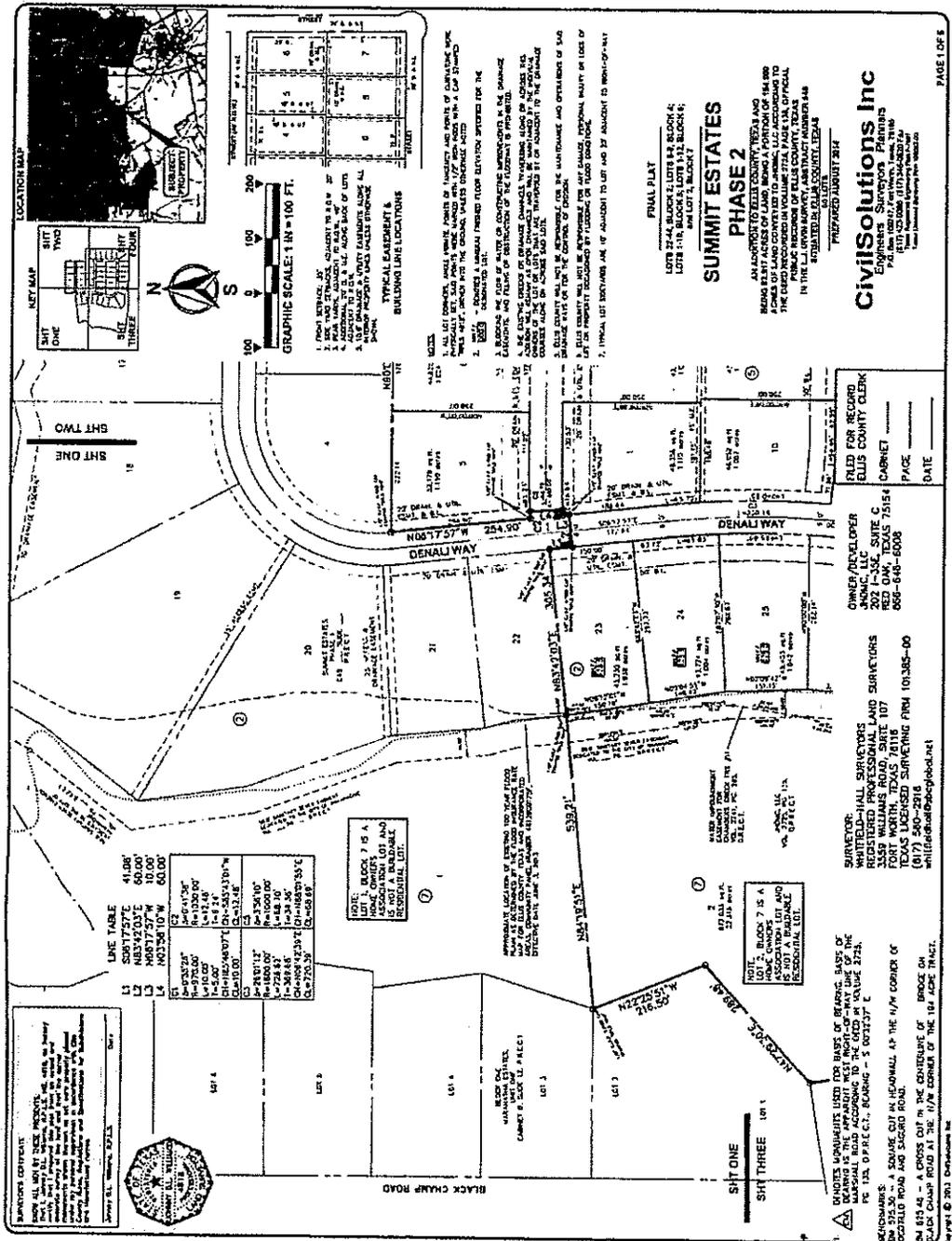
© 2015 Google

© 2015 Google

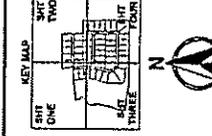
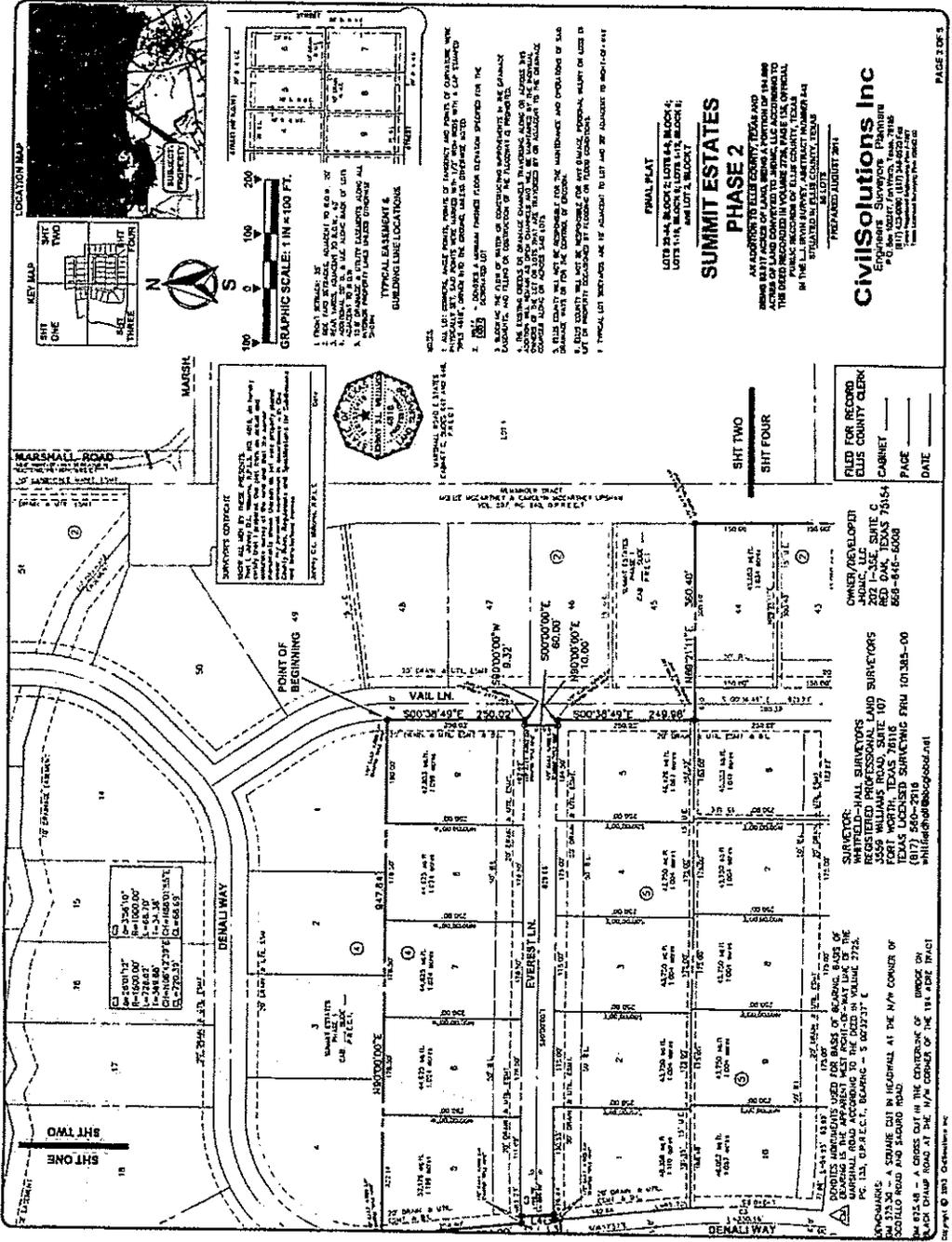
14 96 ft

© 2015

15



1.5



- NOTES:**
1. FROM SURVEY OF MARSHALL ROAD TO S 89° 00' 00\"/>

FINAL PLAT
 LOTS 1-10, BLOCK 1, LOT 1-10, BLOCK 1,
 AND LOT 1, BLOCK 1

**SUMMIT ESTATES
 PHASE 2**

AS APPROVED BY THE ELUS COUNTY CLERK AND
 THE ELUS COUNTY CLERK'S OFFICE, THE PLAT IS
 PUBLIC RECORDS OF ELUS COUNTY, TEXAS
 PLAT NUMBER 101348-00

PREPARED AUGUST 2011

CIVISolutions Inc
 Engineers Surveyors Planners
 3559 WILLIAMS ROAD, SUITE 107
 FORT WORTH, TEXAS 76116
 (817) 560-2318
 www.civisolutions.com

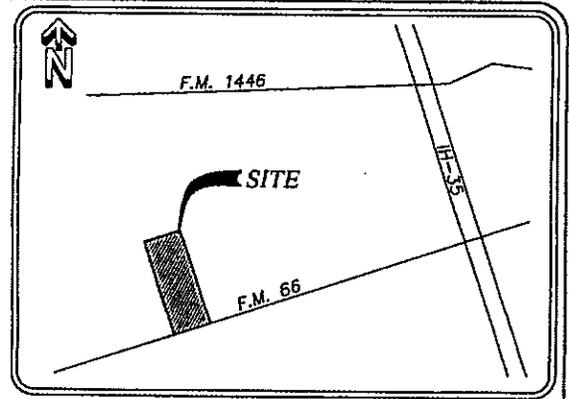
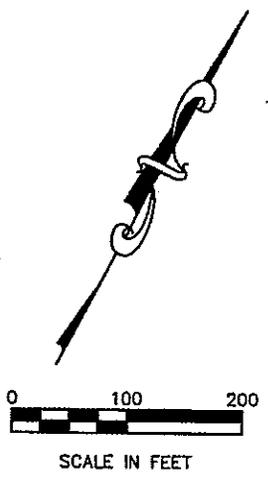
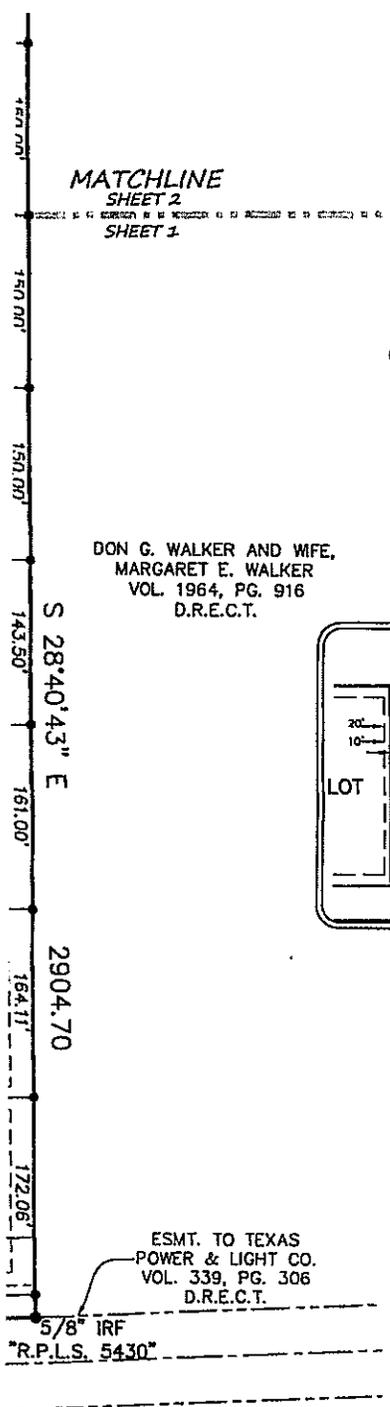
SWAMPY CONTRACT
 THIS PLAT IS SUBJECT TO SWAMPY CONTRACT NO. 101348-00, WHICH IS A PART OF THE RECORDS OF ELUS COUNTY, TEXAS. THE SWAMPY CONTRACT IS A CONTRACT BETWEEN THE STATE OF TEXAS AND THE ELUS COUNTY CLERK'S OFFICE, AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SWAMPY CONTRACT.

OWNER/DEVELOPER
 JACUC, LLC
 3559 WILLIAMS ROAD, SUITE 107
 FORT WORTH, TEXAS 76116
 (817) 560-2318
 www.jacuc.com

REGISTERED PROFESSIONAL LAND SURVEYORS
 3559 WILLIAMS ROAD, SUITE 107
 FORT WORTH, TEXAS 76116
 (817) 560-2318
 www.civisolutions.com

FILED FOR RECORD
 ELUS COUNTY CLERK
 CABINET
 PAGE
 DATE

1.7

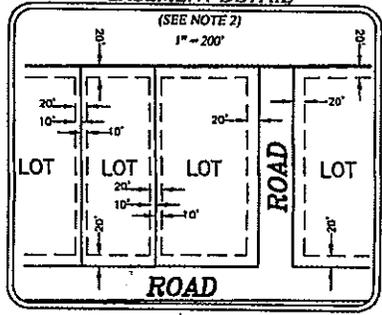


VICINITY MAP
NOT TO SCALE

- NOTES**
1. THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE, NORTH CENTRAL ZONE, GEODETIC BEARING ESTABLISHED BY GPS MEASUREMENTS TAKEN ON THE GROUND AND COMPUTED BY Online Positioning User Service (OPUS) OFFERED BY THE NATIONAL GEODETIC SURVEY.
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 3. DEVELOPMENT SUBJECT TO MANDATORY HOMEOWNERS ASSOCIATION (H.O.A.). ALL COMMON AREA LOTS WILL BE MAINTAINED BY SAID (H.O.A.)

DON G. WALKER AND WIFE,
MARGARET E. WALKER
VOL. 1964, PG. 916
D.R.E.C.T.

**TYPICAL
UTILITY/DRAINAGE
EASEMENT DETAIL**



ESMT. TO TEXAS
POWER & LIGHT CO.
VOL. 339, PG. 306
D.R.E.C.T.

5/8" IRF
"R.P.L.S. 5430"

**FINAL PLAT OF
ADAY ESTATES ADDITION**

LOTS 1-4, BLOCK A. LOTS 1-16, BLOCK B, LOTS 1-8,
BLOCK C, & LOTS 1-8, BLOCK D

AN ADDITION TO ELLIS COUNTY, TEXAS,
SITUATED IN
J. DRINKARD SURVEY, ABSTRACT NUMBER 273
ELLIS COUNTY, TEXAS
CONTAINING 43.900 ACRES TOTAL

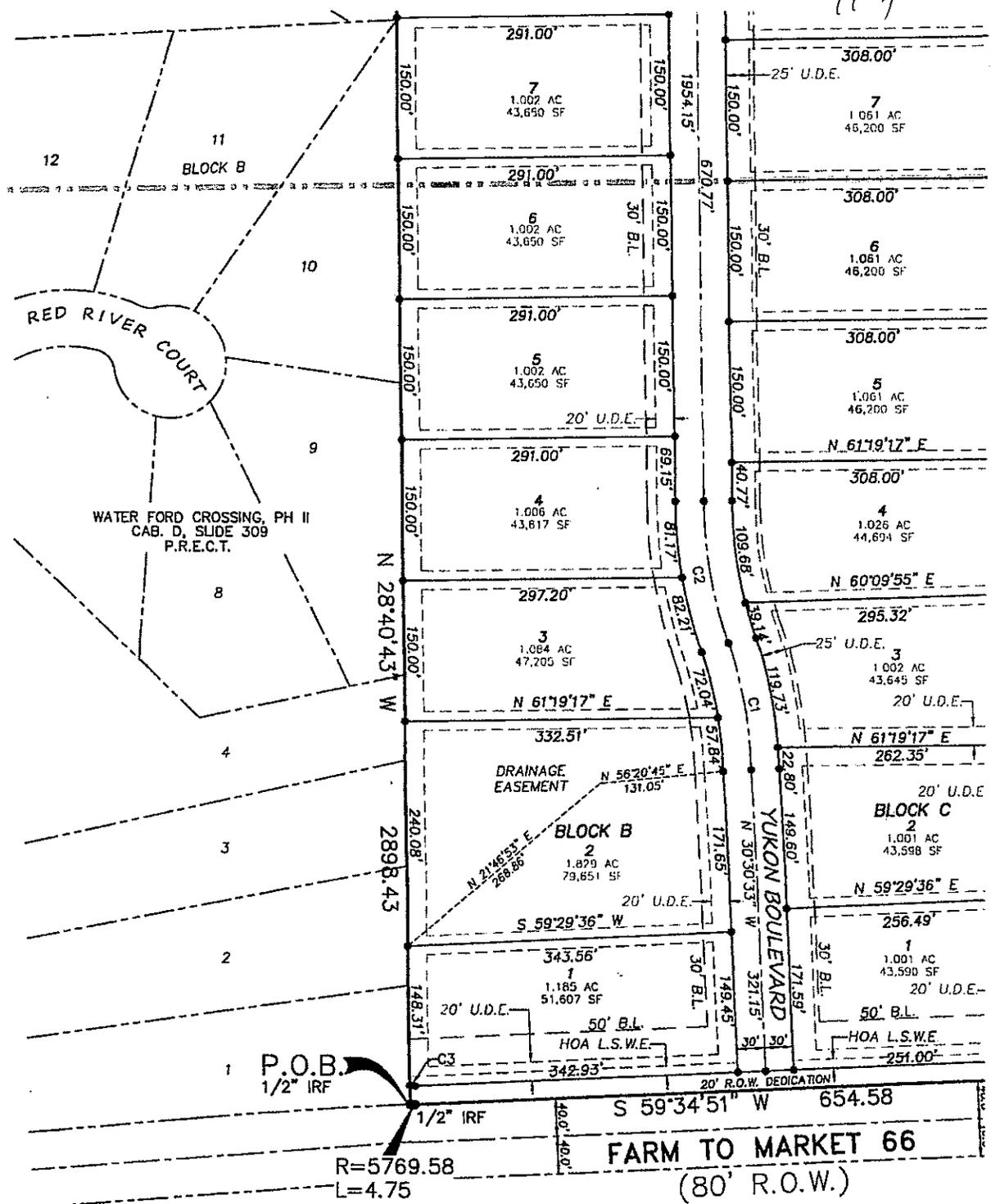
CHORD BEARING	CHORD LENGTH
N 38°25'26" W	137.74'
N 37°30'35" W	153.52'
S 66°49'15" W	5.41'

ENGINEER:
T. TABOR CONSULTING, PLLC
1301 East Debbie Ln.
Mansfield, Texas 76063
(972) 896-6989

OWNER:
EL ADAY ESTATES, LLC
5005 LBJ Freeway, Ste. 1200
Dallas, Texas 75244
(214) 232-1975

SURVEYOR:
MADDOX SURVEYING & MAPPING, INC.
P.O. Box 2109
Forsyth, Texas 75126
Phone: (972) 564-4416
FIRM REG NO. 10013200

107



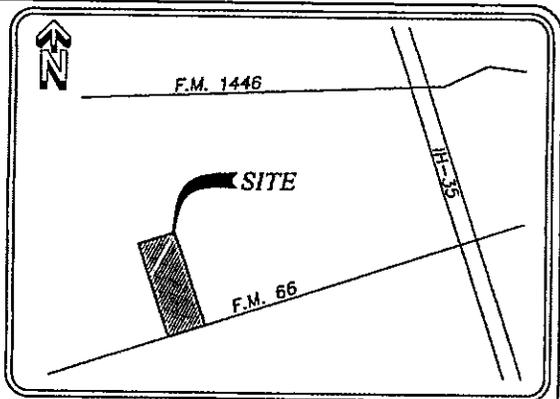
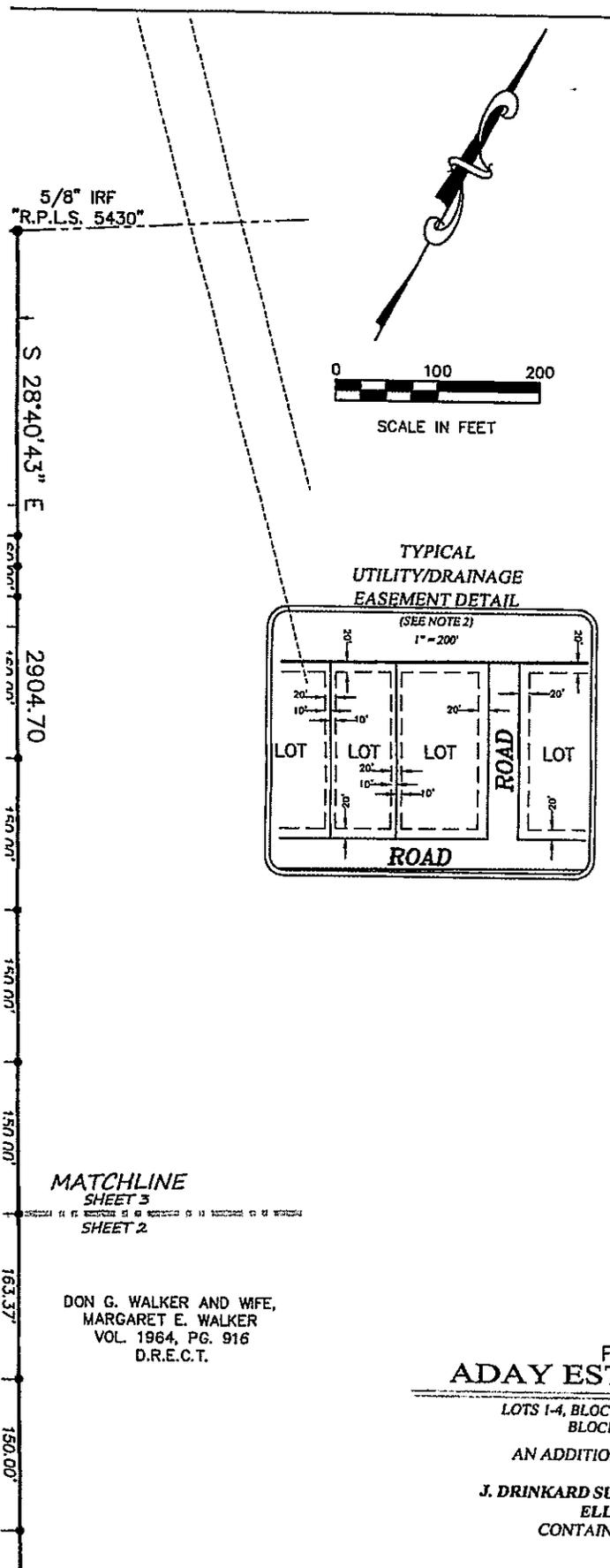
LEGEND:

- C.M. = CONTROL MONUMENT
- IRS = IRON ROD SET
- IRF = IRON ROD FOUND
- VOL. = VOLUME
- PG. = PAGE
- CAB. = CABINET
- R.O.W. = RIGHT-OF-WAY
- AC = ACRES
- SF = SQUARE FEET
- B.L. = BUILDING LINE
- H.O.A. = HOMEOWNERS ASSOCIATION
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- L.S.W.E. = LANDSCAPE & WALL EASEMENT
- D.R.E.C.T. = DEED RECORDS ELLIS COUNTY, TEXAS
- P.R.E.C.T. = PLAT RECORDS ELLIS COUNTY, TEXAS

R=5769.58
 L=4.75
 $\Delta=00^{\circ}02'49''$
 CB=S 66°50'12" W
 CH=4.75

CURVE	RADIUS	DELTA ANGLE	ARC LEN
C1	500.00'	15°50'03"	138.16
C2	500.00'	17°39'43"	154.12
C3	5789.58'	0°03'13"	5.41'

117



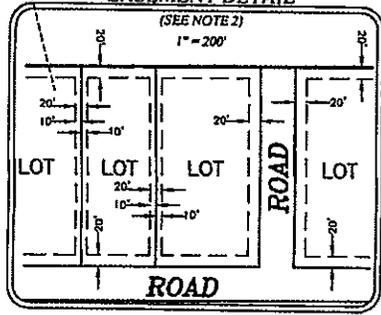
VICINITY MAP

NOT TO SCALE

NOTES

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3. DEVELOPMENT SUBJECT TO MANDATORY HOMEOWNERS ASSOCIATION (H.O.A.). ALL COMMON AREA LOTS WILL BE MAINTAINED BY SAID (H.O.A.)

TYPICAL UTILITY/DRAINAGE EASEMENT DETAIL



MATCHLINE

SHEET 3
SHEET 2

DON G. WALKER AND WIFE,
MARGARET E. WALKER
VOL. 1964, PG. 916
D.R.E.C.T.

FINAL PLAT OF ADAY ESTATES ADDITION

LOTS 1-4, BLOCK A, LOTS 1-16, BLOCK B, LOTS 1-8, BLOCK C, & LOTS 1-8, BLOCK D

AN ADDITION TO ELLIS COUNTY, TEXAS,
SITUATED IN
J. DRINKARD SURVEY, ABSTRACT NUMBER 273
ELLIS COUNTY, TEXAS
CONTAINING 43.900 ACRES TOTAL

ENGINEER:

T. TABOR CONSULTING, PLLC
1301 East Debbie Ln.
Mansfield, Texas 76063
(972) 896-6989

OWNER:

EL ADAY ESTATES, LLC
5005 LBJ Freeway, Ste. 1200
Dallas, Texas 75244
(214) 232-1975

SURVEYOR:

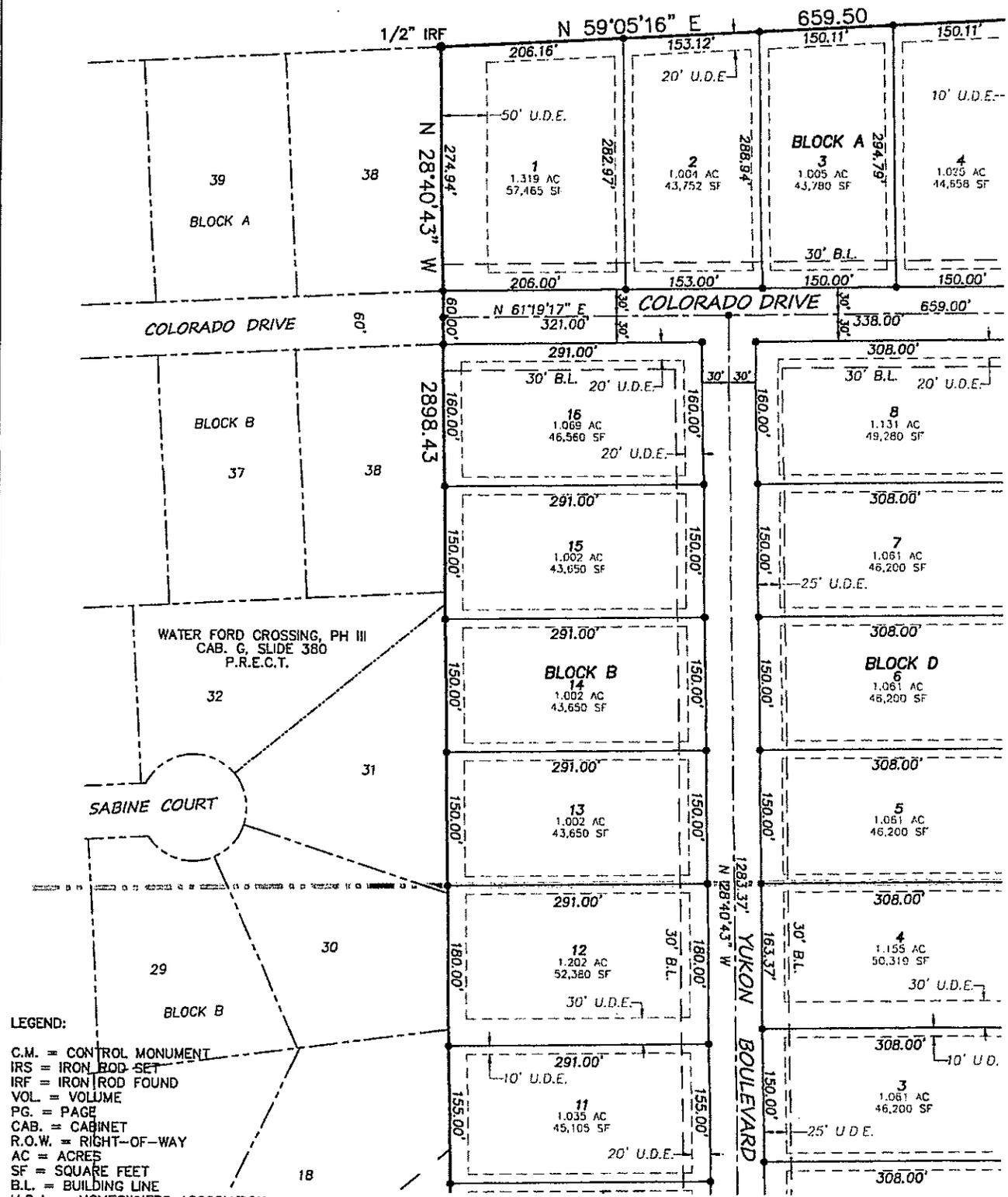
MADDOX SURVEYING & MAPPING, INC.
P.O. Box 2109
Forsyth, Texas 75126
Phone: (972) 564-4416
FIRM REG NO 10013200

CHORD BEARING	CHORD LENGTH
N 38°25'26" W	137.74'
N 37°30'35" W	153.52'
S 66°49'15" W	5.41'



117

GORDON WALKER
VOL. 694, PG. 189
D.R.E.C.T.



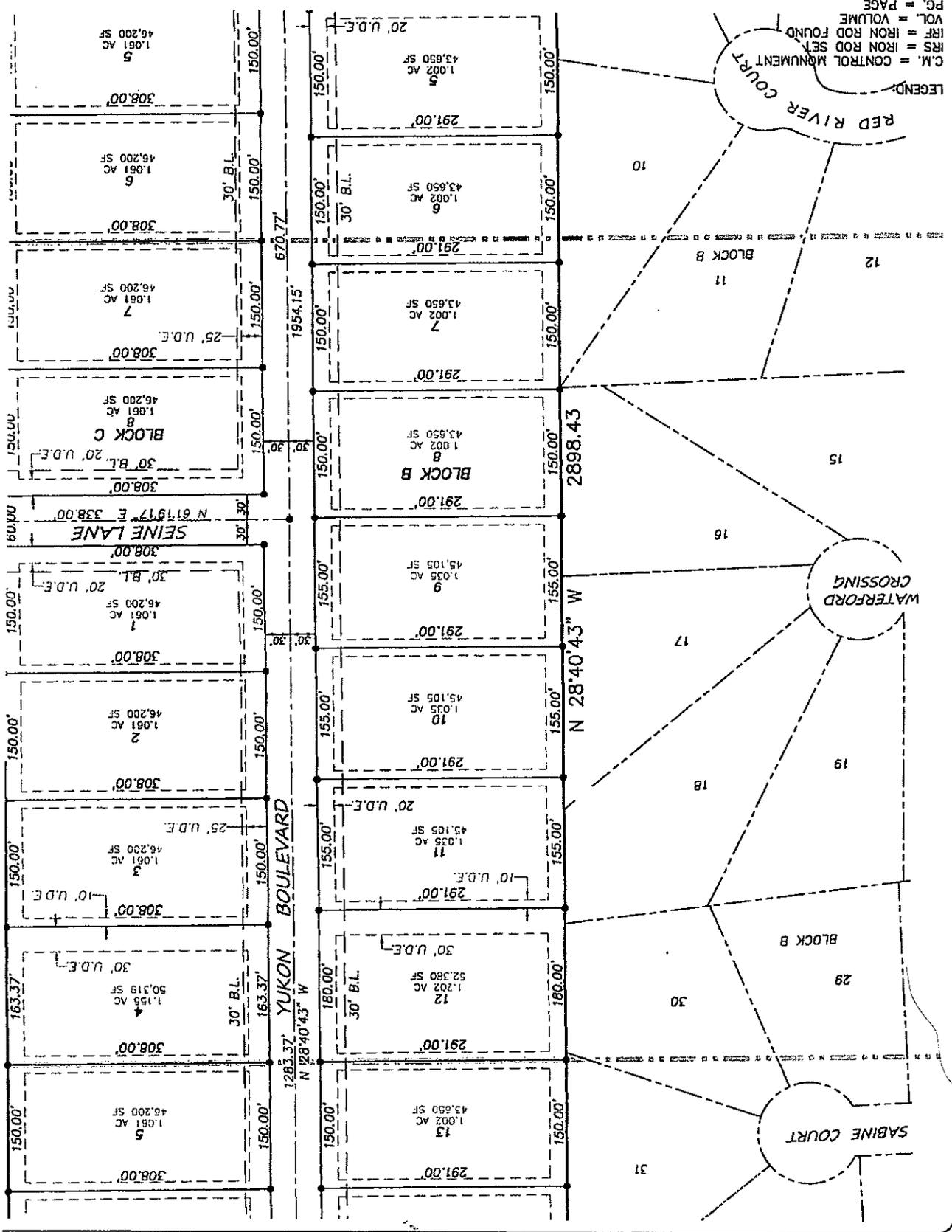
LEGEND:
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 L.S.W.E. = LANDSCAPE & WALL EASEMENT
 D.R.E.C.T. = DEED RECORDS ELLIS COUNTY, TEXAS
 P.R.E.C.T. = PLAT RECORDS ELLIS COUNTY, TEXAS

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	500.00'	15°50'03"	138.18'
C2	500.00'	17°39'43"	154.13'
C3	5789.58'	0°03'13"	5.41'

7.1

LEGEND:
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 P.R.E.C.T. = PLAT RECORDS ELLIS COUNTY, TEXAS

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	500.00'	155.50°	138.18'
C2	500.00'	173.39°	154.13'
C3	5789.58'	0.0313°	5.41'



1.7

CHORD BEARING	N 38°25'26" W	137.74'
CHORD LENGTH	N 37°30'35" W	153.52'
	S 66°49'15" W	5.41'

ENGINEER:
T. TABOR CONSULTING, PLLC
1301 East Debbie Ln.
Mansfield, Texas 76063
(972) 896-6989

OWNER:
EL ADAY ESTATES, LLC
5805 LBJ Freeway, Ste. 1200
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(214) 232-1975

SURVEYOR:
MADDOX SURVEYING & MAPPING, INC.
P.O. Box 2109
Farmers, Texas 75126
Phone: (972) 564-4416
FIRM REG. NO. 10013200

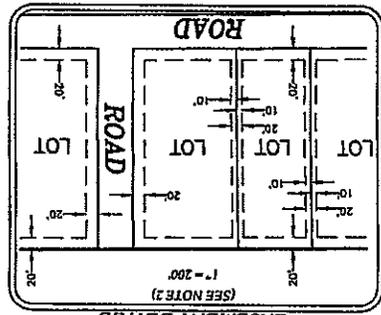
Sheet 2 of 4

1"=100'

February 23, 2016

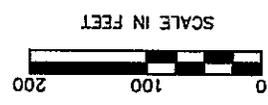
FINAL PLAT OF
ADAY ESTATES ADDITION
LOTS 1-4, BLOCK A, LOTS 1-16, BLOCK B, LOTS 1-8,
BLOCK C & LOTS 1-8, BLOCK D
AN ADDITION TO ELLIS COUNTY, TEXAS,
SITUATED IN
J. DRINKARD SURVEY, ABSTRACT NUMBER 273
ELLIS COUNTY, TEXAS
CONTAINING 43.900 ACRES TOTAL

MATCHLINE
SHEET 2
SHEET 1



TYPICAL
UTILITY/DRAINAGE
BASEMENT DETAIL
(SEE NOTE 2)

1. THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE, NORTH CENTRAL ZONE. GEODETIC BEARING ESTABLISHED BY GPS MEASUREMENTS TAKEN ON THE GROUND AND COMPUTED BY Online Positioning User Service (OPUS) OFFERED BY THE NATIONAL GEODETIC SURVEY.
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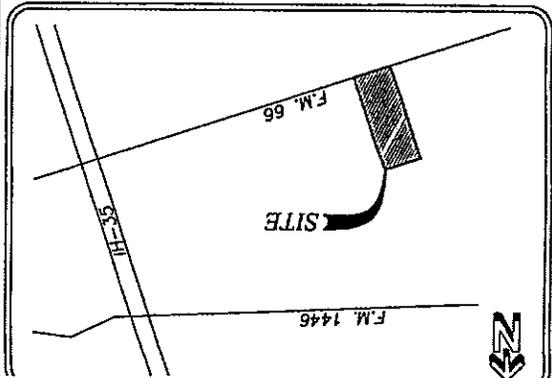


SCALE IN FEET

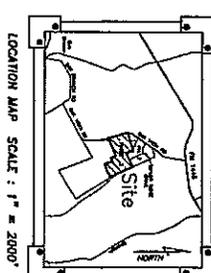
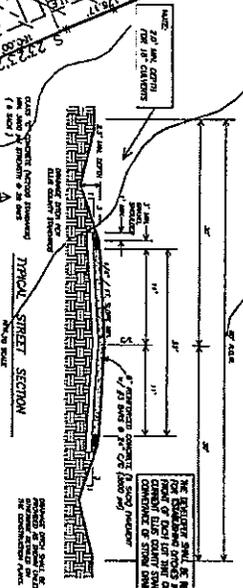
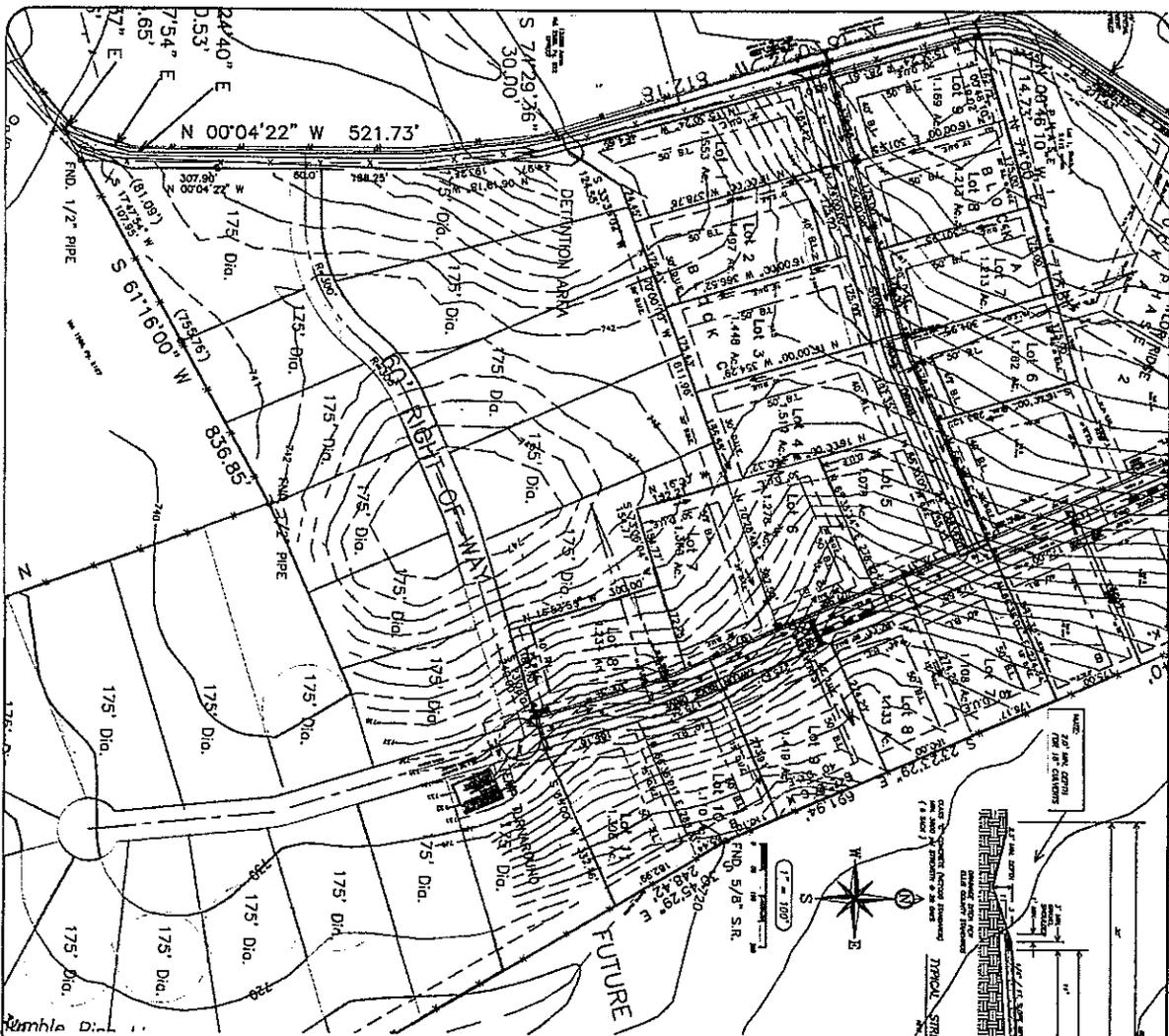
DON G. WALKER AND WIFE,
MARGARET E. WALKER
VOL. 1964, PG. 916
D.R.E.C.T.

MATCHLINE
SHEET 3
SHEET 2

VICINITY MAP



7004 7L



DEEDS 1911
 1911-1912
 1913-1914
 1915-1916
 1917-1918
 1919-1920
 1921-1922
 1923-1924
 1925-1926
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 1989-1990
 1991-1992
 1993-1994
 1995-1996
 1997-1998
 1999-2000

OWNER'S REPRESENTATIVE
 PROJECT: 817-561 3486

DESIGNER'S REPRESENTATIVE
 PROJECT: 817-561 3486

DATE: 11/11/2011

SCALE: 1" = 100'

DATE: 11/11/2011

SCALE: 1" = 2000'

DATE: 11/11/2011

SCALE: 1" = 100'

DATE: 11/11/2011

SCALE: 1" = 2000'

PRELIMINARY PLAN
TAYLOR RIDGE
PHASE 3

Adding a 25,007 Acre Addition in
 S.B. Orton Survey, Abst. 813
 in the Extra Territorial Jurisdiction (ETJ)
 of the City of Warramboola in Ellis County, Texas

ENGINEERS
D&M
SURVEYORS

DAVIS & MEDILL, Inc.
 P.O. BOX 418 Warramboola, Texas 75169
 Phone: 972-957-1185 Fax: 972-957-0007
 E-mail: info@davis-medill.com

Date: Jan 12, 2014
 Scale: 1" = 100'
 Drawn: JMB
 Sheet 2 of 8 SHEETS

**A PROCLAMATION
OF THE ELLIS COUNTY COMMISSIONERS' COURT**

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in the community; and

WHEREAS, one in four girls and one in six boys will be sexually assaulted before the age of 18; and

WHEREAS, due to fear, the stigma associated with sexual assault, and a plethora of other reasons, sexual assault is one of most underreported crimes; and

WHEREAS, sexual assault is a horrific, inhuman attack against the personhood & abusers often uses tactics such as manipulation & cohesion; and

WHEREAS, in the United States, every 107 seconds another person is sexually assaulted, therefore, approximately 300,000 individuals are sexually assaulted each year; and

WHEREAS, a vast proportion of sexual assault survivors experience the onset of psychological disorders related to their attack; and

WHEREAS, 44% of survivors are under the age of 18 & 80% are under the age of 30; and

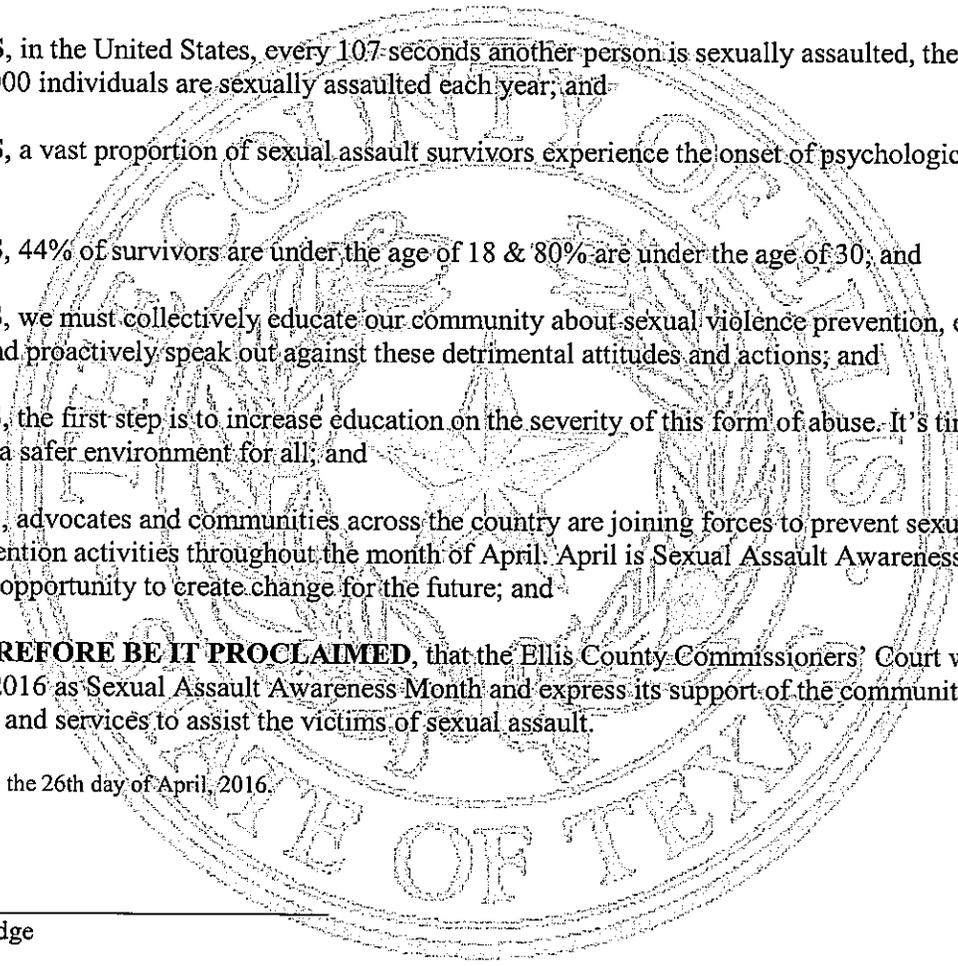
WHEREAS, we must collectively educate our community about sexual violence prevention, empathetically support survivors, and proactively speak out against these detrimental attitudes and actions; and

WHEREAS, the first step is to increase education on the severity of this form of abuse. It's time for all of us to take action to create a safer environment for all; and

WHEREAS, advocates and communities across the country are joining forces to prevent sexual violence by participating in prevention activities throughout the month of April. April is Sexual Assault Awareness Month and each day of the year is an opportunity to create change for the future; and

NOW THEREFORE BE IT PROCLAIMED, that the Ellis County Commissioners' Court wishes to proclaim the month of April, 2016 as Sexual Assault Awareness Month and express its support of the community's efforts to implement programs and services to assist the victims of sexual assault.

In witness thereof, signed the 26th day of April, 2016.



Carol Bush, County Judge

Dennis Robinson, Commissioner Precinct 1

Lane Grayson, Commissioner Precinct 2

Paul Perry, Commissioner Precinct 3

Kyle Butler, Commissioner Precinct 4

Attest: _____
Cindy Polley, County Clerk

**A PROCLAMATION
OF THE ELLIS COUNTY COMMISSIONERS' COURT**

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and, most of all, fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve; and

NOW THEREFORE BE IT PROCLAIMED, that the Ellis County Commissioners' Court wishes to proclaim May, 2016 as Motorcycle Safety and Awareness Month. Further, the Commissioners' Court urges all residents to do their part to increase safety and awareness in our community.

In witness thereof, signed the 26th day of April, 2016:

Carol Bush, County Judge

Dennis Robinson, Commissioner Precinct 1

Lane Grayson, Commissioner Precinct 2

Paul Perry, Commissioner Precinct 3

Kyle Butler, Commissioner Precinct 4

Attest: _____
Cindy Polley, County Clerk

3.4

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W45XMA1LEFY6		PAGE 1 OF 106	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G-16-T-0087	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME GLORIA GONZALES		b. TELEPHONE NUMBER (No Collect Calls) 817-886-1082		6. SOLICITATION ISSUE DATE 31-Mar-2016	
9. ISSUED BY US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, RM 2A17 FORT WORTH TX 76102-0300 TEL: (817) 886-1077 FAX: (817) 886-6403		CODE W9126G		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS: 922120 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO OPERATIONS DIVISION TIM GIBSON USAED CESWF-OD 819 TAYLOR ST, RM 4J14 FORT WORTH TX 76102-0300 TEL: 817-886-1571 FAX: 8178861578		CODE W9126G		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001			Job		

Funded Amt:

FY16 Law Enforcement

NAICS CD: 922120

The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.

, FSC CD: R499

Period of Performance: 27 May 2016 thru 5 Sep 2016

BID SCHEDULE**Bid Schedule****Bardwell Lake Increased Law Enforcement Contract**

Period of Performance (27 May 2016 thru 5 September 2016)

Description	Hours	U/M	Hr./Rate	Total
Total Labor Cost Per man Hour	288	ea		
Labor Cost Per Vehicle Hour	288	ea		
			Total Contract	

WAGE DETERMINATION

WD 15-2509 (Rev.-2) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR	
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION	
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION	
		WASHINGTON D.C. 20210	
		Wage Determination No.: 2015-2509	
Daniel W. Simms	Division of		Revision No.: 2
Director	Wage Determinations		Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at

www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt,
Kaufman, Rockwall, Smith

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.36
01012 - Accounting Clerk II		16.13
01013 - Accounting Clerk III		18.03
01020 - Administrative Assistant		26.46
01035 - Court Reporter		17.29
01051 - Data Entry Operator I		13.20
01052 - Data Entry Operator II		14.41
01060 - Dispatcher, Motor Vehicle		21.36
01070 - Document Preparation Clerk		14.24
01090 - Duplicating Machine Operator		14.24
01111 - General Clerk I		11.32
01112 - General Clerk II		12.79
01113 - General Clerk III		15.78
01120 - Housing Referral Assistant		21.60
01141 - Messenger Courier		11.86
01191 - Order Clerk I		13.66
01192 - Order Clerk II		14.91
01261 - Personnel Assistant (Employment) I		16.75
01262 - Personnel Assistant (Employment) II		18.73
01263 - Personnel Assistant (Employment) III		20.88
01270 - Production Control Clerk		21.36
01290 - Rental Clerk		15.30
01300 - Scheduler, Maintenance		17.32

01311 - Secretary I	17.32
01312 - Secretary II	19.38
01313 - Secretary III	21.60
01320 - Service Order Dispatcher	17.47
01410 - Supply Technician	25.99
01420 - Survey Worker	17.29
01460 - Switchboard Operator/Receptionist	13.60
01531 - Travel Clerk I	13.07
01532 - Travel Clerk II	14.04
01533 - Travel Clerk III	15.06
01611 - Word Processor I	12.80
01612 - Word Processor II	15.30
01613 - Word Processor III	17.29
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.00
05010 - Automotive Electrician	23.04
05040 - Automotive Glass Installer	20.93
05070 - Automotive Worker	22.02
05110 - Mobile Equipment Servicer	18.52
05130 - Motor Equipment Metal Mechanic	22.16
05160 - Motor Equipment Metal Worker	20.93
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	17.27
05250 - Motor Vehicle Upholstery Worker	19.82
05280 - Motor Vehicle Wrecker	20.93
05310 - Painter, Automotive	24.22
05340 - Radiator Repair Specialist	20.93
05370 - Tire Repairer	12.44
05400 - Transmission Repair Specialist	22.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.26
07041 - Cook I	10.33
07042 - Cook II	11.69

07070 - Dishwasher	8.38
07130 - Food Service Worker	9.61
07210 - Meat Cutter	13.34
07260 - Waiter/Waitress	9.03
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.32
09040 - Furniture Handler	10.24
09080 - Furniture Refinisher	15.32
09090 - Furniture Refinisher Helper	12.02
09110 - Furniture Repairer, Minor	13.78
09130 - Upholsterer	16.53
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.82
11060 - Elevator Operator	9.70
11090 - Gardener	13.58
11122 - Housekeeping Aide	9.70
11150 - Janitor	9.70
11210 - Laborer, Grounds Maintenance	10.39
11240 - Maid or Houseman	8.47
11260 - Pruner	11.58
11270 - Tractor Operator	12.58
11330 - Trail Maintenance Worker	11.07
11360 - Window Cleaner	11.12
12000 - Health Occupations	
12010 - Ambulance Driver	15.87
12011 - Breath Alcohol Technician	19.80
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	27.35
12020 - Dental Assistant	19.08
12025 - Dental Hygienist	36.14
12030 - EKG Technician	28.89
12035 - Electroneurodiagnostic Technologist	28.89
12040 - Emergency Medical Technician	15.87

12071 - Licensed Practical Nurse I	18.42
12072 - Licensed Practical Nurse II	20.60
12073 - Licensed Practical Nurse III	22.96
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	19.22
12160 - Medical Record Clerk	15.45
12190 - Medical Record Technician	17.26
12195 - Medical Transcriptionist	17.87
12210 - Nuclear Medicine Technologist	33.52
12221 - Nursing Assistant I	10.43
12222 - Nursing Assistant II	11.72
12223 - Nursing Assistant III	12.80
12224 - Nursing Assistant IV	14.36
12235 - Optical Dispenser	15.48
12236 - Optical Technician	13.78
12250 - Pharmacy Technician	15.18
12280 - Phlebotomist	14.36
12305 - Radiologic Technologist	25.82
12311 - Registered Nurse I	25.82
12312 - Registered Nurse II	31.58
12313 - Registered Nurse II, Specialist	31.58
12314 - Registered Nurse III	38.19
12315 - Registered Nurse III, Anesthetist	38.19
12316 - Registered Nurse IV	45.78
12317 - Scheduler (Drug and Alcohol Testing)	24.53
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.65
13012 - Exhibits Specialist II	25.58
13013 - Exhibits Specialist III	31.28
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	36.18
13047 - Librarian	31.56

13050 - Library Aide/Clerk	14.33
13054 - Library Information Technology Systems Administrator	27.42
13058 - Library Technician	16.29
13061 - Media Specialist I	19.78
13062 - Media Specialist II	22.13
13063 - Media Specialist III	24.67
13071 - Photographer I	16.50
13072 - Photographer II	18.46
13073 - Photographer III	22.87
13074 - Photographer IV	27.97
13075 - Photographer V	33.85
13110 - Video Teleconference Technician	21.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.91
14042 - Computer Operator II	17.80
14043 - Computer Operator III	20.78
14044 - Computer Operator IV	24.67
14045 - Computer Operator V	27.31
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.91
14160 - Personal Computer Support Technician	24.67
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.04
15020 - Aircrew Training Devices Instructor (Rated)	41.90
15030 - Air Crew Training Devices Instructor (Pilot)	46.09
15050 - Computer Based Training Specialist / Instructor	35.04

15060 - Educational Technologist	30.46
15070 - Flight Instructor (Pilot)	46.09
15080 - Graphic Artist	22.70
15090 - Technical Instructor	22.61
15095 - Technical Instructor/Course Developer	27.44
15110 - Test Proctor	18.16
15120 - Tutor	18.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.32
16030 - Counter Attendant	9.32
16040 - Dry Cleaner	11.86
16070 - Finisher, Flatwork, Machine	9.32
16090 - Presser, Hand	9.32
16110 - Presser, Machine, Drycleaning	9.32
16130 - Presser, Machine, Shirts	9.32
16160 - Presser, Machine, Wearing Apparel, Laundry	9.32
16190 - Sewing Machine Operator	12.50
16220 - Tailor	13.33
16250 - Washer, Machine	10.19
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.18
19040 - Tool And Die Maker	22.87
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.02
21030 - Material Coordinator	19.45
21040 - Material Expediter	19.45
21050 - Material Handling Laborer	12.80
21071 - Order Filler	13.57
21080 - Production Line Worker (Food Processing)	15.02
21110 - Shipping Packer	13.52
21130 - Shipping/Receiving Clerk	13.52
21140 - Store Worker I	11.85
21150 - Stock Clerk	15.94

21210 - Tools And Parts Attendant	15.02
21410 - Warehouse Specialist	15.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.47
23021 - Aircraft Mechanic I	29.07
23022 - Aircraft Mechanic II	30.47
23023 - Aircraft Mechanic III	31.89
23040 - Aircraft Mechanic Helper	19.71
23050 - Aircraft, Painter	25.93
23060 - Aircraft Servicer	22.61
23080 - Aircraft Worker	23.90
23110 - Appliance Mechanic	17.18
23120 - Bicycle Repairer	12.44
23125 - Cable Splicer	19.60
23130 - Carpenter, Maintenance	17.25
23140 - Carpet Layer	16.43
23160 - Electrician, Maintenance	20.94
23181 - Electronics Technician Maintenance I	25.82
23182 - Electronics Technician Maintenance II	27.21
23183 - Electronics Technician Maintenance III	29.34
23260 - Fabric Worker	16.68
23290 - Fire Alarm System Mechanic	19.04
23310 - Fire Extinguisher Repairer	15.48
23311 - Fuel Distribution System Mechanic	19.28
23312 - Fuel Distribution System Operator	16.29
23370 - General Maintenance Worker	17.70
23380 - Ground Support Equipment Mechanic	29.07
23381 - Ground Support Equipment Servicer	22.61
23382 - Ground Support Equipment Worker	23.90
23391 - Gunsmith I	15.48
23392 - Gunsmith II	17.79
23393 - Gunsmith III	19.76
23410 - Heating, Ventilation And Air-Conditioning	19.50

Mechanic	
23411 - Heating, Ventilation And Air Condtioning	20.44
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	19.71
23440 - Heavy Equipment Operator	16.87
23460 - Instrument Mechanic	22.51
23465 - Laboratory/Shelter Mechanic	18.74
23470 - Laborer	12.10
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	21.04
23550 - Machinist, Maintenance	17.89
23580 - Maintenance Trades Helper	13.22
23591 - Metrology Technician I	22.51
23592 - Metrology Technician II	23.59
23593 - Metrology Technician III	24.69
23640 - Millwright	22.28
23710 - Office Appliance Repairer	18.30
23760 - Painter, Maintenance	16.85
23790 - Pipefitter, Maintenance	22.46
23810 - Plumber, Maintenance	21.38
23820 - Pneudraulic Systems Mechanic	19.76
23850 - Rigger	21.28
23870 - Scale Mechanic	17.79
23890 - Sheet-Metal Worker, Maintenance	18.28
23910 - Small Engine Mechanic	17.03
23931 - Telecommunications Mechanic I	23.56
23932 - Telecommunications Mechanic II	24.66
23950 - Telephone Lineman	21.40
23960 - Welder, Combination, Maintenance	17.75
23965 - Well Driller	20.07
23970 - Woodcraft Worker	19.71
23980 - Woodworker	14.17
24000 - Personal Needs Occupations	

24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	8.60
24620 - Family Readiness And Support Services Coordinator	13.70
24630 - Homemaker	17.11
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.92
25040 - Sewage Plant Operator	17.52
25070 - Stationary Engineer	22.92
25190 - Ventilation Equipment Tender	15.57
25210 - Water Treatment Plant Operator	17.52
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.51
27007 - Baggage Inspector	14.10
27008 - Corrections Officer	18.17
27010 - Court Security Officer	23.50
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	19.99
27070 - Firefighter	22.87
27101 - Guard I	14.10
27102 - Guard II	16.92
27131 - Police Officer I	27.08
27132 - Police Officer II	30.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.31
28042 - Carnival Equipment Repairer	13.07
28043 - Carnival Worker	9.50
28210 - Gate Attendant/Gate Tender	14.18
28310 - Lifeguard	11.19
28350 - Park Attendant (Aide)	15.86
28510 - Recreation Aide/Health Facility Attendant	11.57
28515 - Recreation Specialist	18.00

28630 - Sports Official	12.63
28690 - Swimming Pool Operator	21.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.83
29020 - Hatch Tender	18.83
29030 - Line Handler	18.83
29041 - Stevedore I	16.91
29042 - Stevedore II	18.79
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.81
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.07
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.72
30021 - Archeological Technician I	19.29
30022 - Archeological Technician II	22.30
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	23.51
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	17.56
30082 - Engineering Technician II	19.70
30083 - Engineering Technician III	22.03
30084 - Engineering Technician IV	27.30
30085 - Engineering Technician V	33.40
30086 - Engineering Technician VI	40.41
30090 - Environmental Technician	24.73
30210 - Laboratory Technician	22.28
30240 - Mathematical Technician	27.75
30361 - Paralegal/Legal Assistant I	18.92
30362 - Paralegal/Legal Assistant II	23.44
30363 - Paralegal/Legal Assistant III	28.67

30364 - Paralegal/Legal Assistant IV	34.70
30390 - Photo-Optics Technician	27.75
30461 - Technical Writer I	25.09
30462 - Technical Writer II	30.68
30463 - Technical Writer III	37.13
30491 - Unexploded Ordnance (UXO) Technician I	24.03
30492 - Unexploded Ordnance (UXO) Technician II	29.08
30493 - Unexploded Ordnance (UXO) Technician III	34.85
30494 - Unexploded (UXO) Safety Escort	24.03
30495 - Unexploded (UXO) Sweep Personnel	24.03
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 24.97
30621 - Weather Observer, Senior	(see 2) 25.23
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.18
31030 - Bus Driver	14.88
31043 - Driver Courier	16.55
31260 - Parking and Lot Attendant	8.87
31290 - Shuttle Bus Driver	18.09
31310 - Taxi Driver	9.76
31361 - Truckdriver, Light	18.09
31362 - Truckdriver, Medium	19.69
31363 - Truckdriver, Heavy	21.04
31364 - Truckdriver, Tractor-Trailer	21.04
99000 - Miscellaneous Occupations	
99030 - Cashier	9.76
99050 - Desk Clerk	9.75
99095 - Embalmer	22.34
99251 - Laboratory Animal Caretaker I	10.86
99252 - Laboratory Animal Caretaker II	11.87
99310 - Mortician	22.94
99410 - Pest Controller	18.98
99510 - Photofinishing Worker	14.89

99710 - Recycling Laborer	15.88
99711 - Recycling Specialist	19.54
99730 - Refuse Collector	14.05
99810 - Sales Clerk	13.65
99820 - School Crossing Guard	9.97
99830 - Survey Party Chief	23.31
99831 - Surveying Aide	13.96
99832 - Surveying Technician	17.89
99840 - Vending Machine Attendant	14.09
99841 - Vending Machine Repairer	17.03
99842 - Vending Machine Repairer Helper	14.05

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer

programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and

incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1),

dated September 2015, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Section C - Descriptions and Specifications

PWS

PERFORMANCE WORK STATEMENT (PWS)

Increased Law Enforcement Services, Ellis County

Bardwell Lake

2016

1. **GENERAL:** This is a non-personal services contract to provide increased law enforcement services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 **Description of Services/Introduction:** The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement, except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.

1.2 **Scope:** Ellis County Sheriff's Department (Contractor) agrees to provide a specific level of increased law enforcement services for that part of Bardwell Lake lying within Ellis County for the purpose of enforcement of State and local criminal and civil laws. Services include vehicular patrol by the contractor of the interior roads of Waxahachie Creek, High View, Mott, Love Little Mustang Creek, the Buffalo Creek Wetlands Complex, and Overlook Parks. The contractor shall accomplish enforcement of state and local laws, monitoring of visitor use to increase public safety, and assisting Corps of Engineers rangers with their visitor assistance duties if requested. Unit assigned to lake patrol has to check in at High View Park Gatehouse when coming on duty for the U.S. Army Corps of Engineers. Gate Attendant will radio a ranger on duty and notify that the Sheriff's Department has reported in. When requested by the Corps of Engineers representative, the Sheriff agrees to dispatch a deputy or deputies, within his manpower capabilities, to unforeseen or emergency situations. This assistance will be considered non-reimbursable.

1.3 **Period of Performance:** Contractor shall provide described services on certain days of the week from 27 May through 5 September, 2016, for a total of 288 patrol hours, further specified in Appendices A, B, and C to this PWS. Effective start date is 27 May 2015, **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed, whichever is later.** Patrols will be conducted based on the attached schedule (see Appendices A, B and C.)

1.4 General Information

1.4.1 Quality Control (Not Applicable)

1.4.2 Quality Assurance: The Contractor will prepare a Daily Enforcement Action Summary in accordance with the attached format (Appendix D). The summary will be completed daily and submitted at the close of each month to the Corps of Engineers representative listed in paragraph 1.4.11 of this plan. The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied.

1.4.3 Government Holidays: Contractor will be required to perform services on those Federal Holidays falling during the contract period, namely Memorial Day, Independence Day and Labor Day (see Appendices A, B and C).

1.4.4 Hours of Operation: (Not Applicable)

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Corps administered lands in Ellis County specified in Para. 1.2. State and local law enforcement agencies generally have the same authority and responsibilities on Corps administered lands as they do elsewhere in their respective jurisdictions. Because of this, requests by the Lake Manager or his authorized representatives for emergency or unanticipated law enforcement assistance will be considered non-reimbursable.

1.4.6 Type of Contract: The Government will award a firm fixed price contract

1.4.7 Security Requirements: (Not Applicable) This contract does not require Contractor personnel to have access to or enter secured government facilities such as dam outlet structures, powerhouses, etc. Contractor personnel shall follow locally-established policies and procedures such as key control and security of lock combinations.

1.4.8 Special Qualifications: All Contractor personnel shall be currently certified and licensed Texas Peace Officers in accordance with the requirements of the Texas Commission on Law Enforcement. TCOLE standards meet or exceed E-verify and background check requirements established by the Department of Homeland Security. The Contractor will provide, in advance, the Corps representative designated in paragraph 1.4.11 the name of each Deputy who will be performing scheduled work under this contract.

1.4.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.4.10 Contracting Officer Representative (COR): A COR will not be appointed for this contract. Quality Assurance duties will be performed by the QA POC designated in Paragraph 1.4.11.

1.4.11 Contract Key Personnel: The following personnel are considered key personnel by the Government, and will serve as the Corps QA POC: Jeremy Spencer, Park Ranger, Bardwell Lake; Alternate: Deborah Shields, Park Ranger, Bardwell Lake. The Contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the manager is absent shall be designated in writing to the Contracting Officer. The contract manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract.

1.4.12 Identification of Contractor Employees: All officers performing services under this contract shall wear standard uniforms and personal identification normally worn and carried by the law enforcement agency. All patrol vehicles shall have standard insignia and markings normally used by the law enforcement agency.

1.4.13 Contractor Travel (Not Applicable)

1.4.14 Data Rights (Not Applicable)

1.4.15 Organizational Conflict of Interest (Not Applicable)

1.5 GOVERNMENT FURNISHED ITEMS AND SERVICES (Not Applicable)

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General: The Contractor shall furnish all manpower, vehicles, supplies, equipment, facilities and services required to perform work under this contract.

1.6.2 Equipment: The Contractor shall provide all patrol vehicles and equipment required to perform services under this contract. All such vehicles shall have standard insignia and markings normally used by the law enforcement agency. Patrol vehicle shall also be equipped with standard law enforcement type lights, radios, and any other standard equipment necessary to perform the required services. The Contractor shall be responsible for all vehicle costs, including insurance, fuel, service and maintenance, and any other costs associated with the operation of each vehicle.

1.6.3 Materials (Not Applicable)

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR) (Not Applicable)

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS) (Not Applicable)

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverable Schedule

2. MISCELLANEOUS PROVISIONS:

2.1 Orientation: An appropriate orientation for all participating contract personnel will be conducted by the Corps of Engineers staff to familiarize the Contractor with the policies and procedures of the Corps, and to familiarize Corps personnel with the functions and duties of the contracted law enforcement agency.

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
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<p>The contractor shall provide additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas.</p>	<p>The contractor provided visible presence and actions in the designated areas at the specified days and times.</p>	<p>All required shifts were covered and the specified contract services were performed. Contractor coordinated in advance with Corps key personnel in the event of an unforeseen event which prevented an officer from serving all or part of a shift, which would not be billable to the Government.</p>	<p>Contractor's Daily Enforcement Action Summaries turned in by Contractor will be examined by QA POC to ensure accuracy prior to authorizing payment.</p>
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DELIVERABLES SCHEDULE

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
Invoice for contract services performed; includes billing start/end dates, hours worked, total charges.	Submitted to Corps by the 5 th of every month, listing contract services performed during the previous calendar month.	Two copies of invoice, submitted to Corps QA POC, one submitted to USACE Finance Center	Hard Copy or FAX	1. US Army Corps of Engineer Bardwell Lake 4000 Observation Dr. Ennis, TX 75119 ATTN: Jeremy Spencer /Crystal Lynch 2. USACE Finance Center ATTN: CEFC-AO-P 5722 Integrity Drive Millington, TN 38054-5005 FAX:901-874-8533
Daily Enforcement Action Summaries	To Corps with monthly invoice		Same as above	USACE Bardwell Lake ATTN: Jeremy Spencer /Crystal Lynch

PERFORMANCE WORK STATEMENT

APPENDIX A

PATROL SCHEDULE

2016

(See attached pages, following)

MAY 2016

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
1	2	3	4	5	6	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27 3:00PM - 11:00PM 8 hrs	28 3:00PM - 11:00PM 8 hrs	29 3:00 PM - 11:00PM 8 hrs
30 10:00 AM - 6:00PM 8 hrs	31	NOTES: Total - 32 hrs				

JUNE 2016

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
		1	2	3 3:00PM - 11:00PM 8 hrs	4 3:00PM - 11:00PM 8 hrs	5
6	7	8	9	10 3:00PM - 11:00PM 8 hrs	11 3:00PM - 11:00PM 8 hrs	12
13	14	15	16	17 3:00PM - 11:00PM 8 hrs	18 3:00PM - 11:00PM 8 hrs	19
20	21	22	23	24 3:00PM - 11:00PM 8 hrs	25 3:00PM - 11:00PM 8 hrs	26
27	28	29	30			
		NOTES: Total - 64 hrs				

JULY 2016

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
				1 3:00PM - 11:00PM 8 hrs	2 3:00PM - 11:00PM 8 hrs	3 3:00PM - 11:00PM 8 hrs
4 10:00AM - 6:00PM 8 hrs	5	6	7	8 3:00PM - 11:00PM 8 hrs	9 3:00PM - 11:00PM 8 hrs	10
11	12	13	14	15 3:00PM - 11:00PM 8 hrs	16 3:00PM - 11:00PM 8 hrs	17
18	19	20	21	22 3:00PM - 11:00PM 8 hrs	23 3:00PM - 11:00PM 8 hrs	24
25	26	27	28	29 3:00PM - 11:00PM 8 hrs	30 3:00PM - 11:00PM 8 hrs	31
		NOTES:				

		Total - 96 Hrs
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AUGUST 2016

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
1	2	3	4	5 3:00PM - 11:00PM 8 hrs	6 3:00PM - 11:00PM 8 hrs	7
8	9	10	11	12 3:00PM - 11:00PM 8 hrs	13 3:00PM - 11:00PM 8 hrs	14
15	16	17	18	19 3:00PM - 11:00PM 8 hrs	20 3:00PM - 11:00PM 8 hrs	21
22	23	24	25	26 3:00PM - 11:00PM 8 hrs	27 3:00PM - 11:00PM 8 hrs	28
29	30	31				

		NOTES: Total 64 Hrs				

SEPTEMBER 2016

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
			1	2 3:00PM - 11:00PM 8 hrs	3 3:00PM - 11:00PM 8 hrs	4 3:00PM - 11:00PM 8 hrs
5 10:00AM - 6:00PM 8 hrs	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Total Summer : 288 hrs		NOTES: Total 32 hrs				

PERFORMANCE WORK STATEMENT

APPENDIX B

2016

HOURS BY MONTH

May: 8hrs x 4 Days = 32 (Includes Memorial Day)

June: 8hrs x 8 Days = 64

July: 8hrs x 12 Days = 96 (Includes Independence Day)

August: 8hrs x 8 Days = 64

September: 8hrs x 4 Day = 32 (Includes Labor Day)

Total Hours = 288

PERFORMANCE WORK STATEMENT

APPENDIX C

2016

SCHEDULE OF DAYS WORKED BY MONTH

37 Days Total

May: 27-30 (Includes Memorial Day) = **4 days**

June: 3-4, 10-11, 17-18, 24-25 = **8 days**

July: 1-4, 15-16, 22-23, 29-30 (Includes Independence Day) = **12 days**

August: 5-6, 12-13, 19-20, 26-27 = **8 days**

September: 2-5 (Includes Labor Day) = **4 day**

APPENDIX D

DAILY LAW ENFORCEMENT LOG

For Reports Required Under Contract Number _____
with the U. S. Army Corps of Engineers

Contractor _____ Project BARDWELL LAKE

Officers Name(s) _____ Date _____

Period Worked on Government Property _____

Total Number of Hours _____

Number of Complaints _____

Number of Arrests and Type of Complaint: _____

Section E - Inspection and Acceptance

QASP

QUALITY ASSURANCE SURVEILLANCE PLAN

Contract for Increased Law Enforcement Services,

Bardwell Lake

2016

Ellis County Sheriff's Department

1. Overview: This contract establishes a specific increased level of law enforcement services to be provided by Ellis County Sheriff's Department to the US Army Corps of Engineers at Bardwell Lake. This is a sole-source contract, since the Ellis County Sheriff's Department is the only agency with the requisite authority and responsibility to provide these services.

2. Definition of Services: Increased services are defined in the contract's Performance Work Statement (PWS) as the contractor's provision of a dedicated officer and vehicle to patrol and enforce applicable state and local laws in accordance with their agency policy, procedures, and interpretations. Services will be performed in accordance with the schedule contained in the PWS. Contracted services are to supplement the year-round duties and activities which the contractor is responsible to perform even absent the contract.

3. Surveillance of Services: Officers providing service under this contract are required to complete and submit a Daily Law Enforcement Log documenting their activities performed during their work shifts, and to turn the logs into their supervisor at the end of each shift. The completed daily enforcement logs will then be submitted to the Lake Manager or his/her representative.

4. Surveillance Documentation:

a. The contractor shall provide a request for payment each month for reimbursable services performed. The request for payment shall include the number of man-hours worked during the billing period (which must correspond with the Daily Law Enforcement Logs) and the total monthly expenses. Corps Quality Assurance Point of Contact (QA POC) will examine logs to ensure accuracy prior to authorizing payment.

b. The QA POC will document verification of the contractor's performance monthly for Quality Assurance. These reports will become part of the formal QA documentation. The QA POC will maintain a complete QA file, containing copies of all evaluations and related documentation. The QA POC will forward these records to the Contracting Officer at completion of the contract.

c. The services provided by the contractor are subject to inspection by the QA POC to ensure adherence to the terms of the PWS. If the contractor fails to provide the services as specified, the Government reserves the right to terminate the contract.

CLAUSES INCORPORATED BY REFERENCE

52.246-1

Contractor Inspection Requirements

APR 1984

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15

Stop-Work Order

AUG 1989

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
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Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.222-99 ESTABLISHING a Minimum Wage for Contractors. (DEV) JUL 2014
(DEVIATION)

CLAUSES INCORPORATED BY FULL TEXT

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM
EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It

does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

Month of award means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property)

for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L.

110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial

assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor.

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, and annually thereafter (calculated

from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$30,000 to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract

expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)

(a) Definition. As used in this provision--

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or Government entity; or

(2) An identifier assigned by a member of the North Atlantic treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via--

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Contractor and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at http://www.dlis.dla.mil/cage_welcome.asp.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at <http://www.dlis.dla.mil/nato/ObtainCAGE.asp>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at http://www.dlis.dla.mil/cage_welcome.asp.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of Provision)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2015)

(a) Definition. As used in this clause--

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Contractor and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Contractor and Government Entity (CAGE) Branch. Requests for changes shall be provided on a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code, to the address shown on the back of the DD Form 2051. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau or NSPA to request CAGE changes. Points of contact for National Codification Bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at <http://www.dlis.dla.mil/nato/ObtainCAGE.asp> (e) Additional guidance for maintaining CAGE codes is available at http://www.dlis.dla.mil/cage_welcome.asp.

(End of Clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

(a) Definition. Commercially available off-the-shelf (COTS) item, as used in this clause--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$35,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$35,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--

(1) Exceeds \$35,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)

(a) Definitions. As used in this clause--

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the

date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C.

7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C.

chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other

Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the

Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the

Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any

Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
 - (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
 - (xi) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
 - (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
 - (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
 - (xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).
 - (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
 - (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

(a) Definitions. As used in this clause--

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

(a) Definitions. As used in this clause--

"Contractor," when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the

action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay

relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with

those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute --

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under the Service Contract Labor Standards statute may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages

or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum

wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform

when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

	Dallas-Fort Worth	Houston-Bayton-Huntsville
27131 Police Officer I GS-6	\$25.35	\$28.16
27132 Police Officer II GS-7	\$27.03	\$30.04

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

(a) Definitions. As used in this clause--

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

(End of clause)

52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) Definition. As used in this clause--

Energy-efficient product—

(1) Means a product that--

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR products or FEMP-designated products) at the time of contract award, for products that are--

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless--

(1) The energy-consuming product is not listed in the ENERGY STAR Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for--

(1) ENERGY STAR at <http://www.energystar.gov/products>; and

(2) FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html.

(End of clause)

52.223-16 ACQUISITION OF EPEAT®-REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)

(a) Definitions. As used in this clause--

Computer means a device that performs logical operations and processes data. Computers are composed of, at a minimum:

(1) A central processing unit (CPU) to perform operations;

(2) User input devices such as a keyboard, mouse, digitizer, or game controller; and

(3) A computer display screen to output information. Computers include both stationary and portable units, including desktop computers, integrated desktop computers, notebook computers, thin clients, and workstations. Although computers must be capable of using input devices and computer displays, as noted in (2) and (3) above, computer systems do not need to include these devices on shipment to meet this definition. This definition does not include server computers, gaming consoles, mobile telephones, portable handheld calculators, portable digital assistants (PDAs), MP3 players, or any other mobile computing device with displays less than 4 inches, measured diagonally.

Computer display means a display screen and its associated electronics encased in a single housing or within the computer housing (e.g., notebook or integrated desktop computer) that is capable of displaying output information from a computer via one or more inputs such as a VGA, DVI, USB, DisplayPort, and/or IEEE 1394-2008™, Standard for High Performance Serial Bus. Examples of computer display technologies are the cathode-ray tube (CRT) and liquid crystal display (LCD).

Desktop computer means a computer where the main unit is intended to be located in a permanent location, often on a desk or on the floor. Desktops are not designed for portability and utilize an external computer display, keyboard, and mouse. Desktops are designed for a broad range of home and office applications.

Integrated desktop computer means a desktop system in which the computer and computer display function as a single unit that receives its AC power through a single cable. Integrated desktop computers come in one of two possible forms:

(1) A system where the computer display and computer are physically combined into a single unit; or

(2) A system packaged as a single system where the computer display is separate but is connected to the main chassis by a DC power cord and both the computer and computer display are powered from a single power supply. As a subset of desktop computers, integrated desktop computers are typically designed to provide similar functionality as desktop systems.

Notebook computer means a computer designed specifically for portability and to be operated for extended periods of time either with or without a direct connection to an AC power source. Notebooks must utilize an integrated computer display and be capable of operation off of an integrated battery or other portable power source. In addition, most notebooks use an external power supply and have an integrated keyboard and pointing device. Notebook computers are typically designed to provide similar functionality to desktops, including operation of software similar in functionality to that used in desktops. Docking stations are considered accessories for notebook computers, not notebook computers. Tablet PCs, which may use touch-sensitive screens along with, or instead of, other input devices, are considered notebook computers.

Personal computer product means a computer, computer display, desktop computer, integrated desktop computer, or notebook computer.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only personal computer products that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/PEAT.

(End of clause)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
(AUG 2011)

(a) Definitions. As used in this clause--

Driving—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac/>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that

the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
(JULY 2013)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of Clause)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the

nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.247-5 FAMILIARIZATION WITH CONDITIONS (APR 1984)

The offeror shall become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the contract. The offeror shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required in this contract because the offeror failed to investigate the conditions or to become acquainted with all information concerning the services to be performed.

(End of clause)

52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) Definition. Covered DoD official, as used in this clause, means an individual that--

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served--

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(i) Serves or served in DoD in one of the following positions: Program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 2409, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

- (a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified information that--

(i) Is--

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) Controlled technical information.

(B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapid(ly) report(ing) means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall--

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum--

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government--

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause--

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by

the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other security measures when the Contractor reasonably determines that such measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC (NOV 2014)

(a) Definitions. As used in this clause--

Commercially available off-the-shelf (COTS) item--

(i) Means any item of supply (including construction material) that is--

(A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into an end product.

Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if—

(A) The cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(1) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(2) It is inconsistent with the public interest to apply the restrictions of the Buy American statute; or

(B) The end product is a COTS item.

End product means those articles, materials, and supplies to be acquired under this contract for public use.

Foreign end product means an end product other than a domestic end product.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of

supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Egypt, Finland, France, Germany, Greece, Israel, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Spain, Sweden, Switzerland, Turkey, United Kingdom of Great Britain and Northern Ireland.

Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if--

(A) The cost of the following types of components exceeds 50 percent of the cost of all its components:

(1) Components mined, produced, or manufactured in a qualifying country.

(2) Components mined, produced, or manufactured in the United States.

(3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) The end product is a COTS item. United States means the 50 States, the District of Columbia, and outlying areas.

(b) This clause implements, Buy American. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (see section 12.505(a)(1) of the Federal Acquisition Regulation). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

CONTRACTING OFFICER'S STMT

“Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO), or an Administrative Contracting Officer (ACO), acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.”

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QECB Waiver

IRS Notice 2009-29 specified that large local governments with a population of over 100,000 shall receive a portion of the QECB authority allocated to each state (See below for specific amounts). Entities that receive an allocation have the option of using the allocation to issue bonds, designating the allocation to another issuer located within its jurisdiction or returning the allocation to the state for reallocation.

Entities that have received an allocation should return this letter along with a signature of an appropriate official indicating its intention either to utilize or waive the allocation. Entities that elect to utilize the allocation should notify the state after issuance using the Notice of Issuance form on the Bond Review Board's website (<http://www.brb.state.tx.us/arra/ARRABonds.aspx>).

City or County: _____

- YES
The City or County above intends to issue QECBs, issue QECBs through a conduit issuer, or designate another issuer within its jurisdiction to issue QECBs.
- NO
The City or County above does not intend to issue QECBs and hereby releases its allocation to the state for reallocation.

If waiving the allocation, please attach a copy of the Resolution of the City or County's governing body releasing the allocation to the state for reallocation.

Signature _____ Title _____ Date _____

For more information regarding reallocation procedures or details on qualifying projects please visit the Bond Review Board website at <http://www.brb.state.tx.us/arra/ARRABonds.aspx>.

QECB Allocation Amounts
Counties

County Name	Total QECB Amount to County	70%*	30%*
Harris	\$16,892,571	\$11,824,800	\$5,067,771
Dallas	\$5,223,960	\$3,656,772	\$1,567,188
Tarrant	\$6,588,669	\$4,612,068	\$1,976,601
Hidalgo	\$6,120,482	\$4,284,337	\$1,836,144
Fort Bend	\$4,971,999	\$3,480,399	\$1,491,600
Denton	\$4,203,627	\$2,942,539	\$1,261,088
Montgomery	\$4,346,871	\$3,042,810	\$1,304,061
Williamson	\$3,773,122	\$2,641,185	\$1,131,937
Collin	\$3,261,781	\$2,283,247	\$978,534
Brazoria	\$3,102,310	\$2,171,617	\$930,693
Galveston	\$2,996,367	\$2,097,457	\$898,910
Bexar	\$2,764,348	\$1,935,044	\$829,304
Travis	\$2,568,900	\$1,798,230	\$770,670
Cameron	\$2,245,026	\$1,571,518	\$673,508
Smith	\$2,095,283	\$1,466,698	\$628,585
Brazos	\$1,808,773	\$1,266,141	\$542,632
Bell	\$1,750,081	\$1,225,056	\$525,024
Johnson	\$1,580,988	\$1,106,692	\$474,296
Ellis	\$1,503,857	\$1,052,700	\$451,157
Hays	\$1,499,083	\$1,049,358	\$449,725
Jefferson	\$1,405,588	\$983,911	\$421,676
Ector	\$1,369,779	\$958,845	\$410,934
El Paso	\$1,302,523	\$911,766	\$390,757
Grayson	\$1,249,705	\$874,794	\$374,912
Gregg	\$1,237,067	\$865,947	\$371,120
Guadalupe	\$1,189,361	\$832,553	\$356,808
Parker	\$1,147,742	\$803,419	\$344,323
Tom Green	\$1,128,647	\$790,053	\$338,594
McLennan	\$1,117,586	\$782,310	\$335,276
Comal	\$1,108,769	\$776,138	\$332,631
Total County	\$91,554,862	\$64,088,403	\$27,466,459

*Assumes the maximum of 30% is used for privately-owned projects.

QECB Allocation Amounts
Cities

City Name	Total QECB Amount to City	70%*	30%*
Houston	\$23,373,147	\$16,361,203	\$7,011,944
San Antonio	\$14,067,032	\$9,846,922	\$4,220,110
Dallas	\$13,130,436	\$9,191,305	\$3,939,131
Austin	\$7,865,291	\$5,505,704	\$2,359,587
Fort Worth	\$7,216,908	\$5,051,836	\$2,165,073
El Paso	\$6,424,054	\$4,496,838	\$1,927,216
Arlington	\$3,927,364	\$2,749,155	\$1,178,209
Corpus Christi	\$3,022,035	\$2,115,424	\$906,610
Plano	\$2,760,474	\$1,932,332	\$828,142
Garland	\$2,315,870	\$1,621,109	\$694,761
Laredo	\$2,302,258	\$1,611,581	\$690,677
Lubbock	\$2,300,353	\$1,610,247	\$690,106
Irving	\$2,111,721	\$1,478,205	\$633,516
Amarillo	\$1,969,895	\$1,378,927	\$590,969
Brownsville	\$1,829,117	\$1,280,382	\$548,735
Grand Prairie	\$1,676,865	\$1,173,806	\$503,060
Pasadena	\$1,550,864	\$1,085,605	\$465,259
Mesquite	\$1,394,421	\$976,094	\$418,326
McAllen	\$1,346,863	\$942,804	\$404,059
Carrollton	\$1,310,388	\$917,272	\$393,116
Waco	\$1,293,696	\$905,587	\$388,109
Abilene	\$1,230,155	\$861,109	\$369,047
McKinney	\$1,223,815	\$856,670	\$367,144
Denton	\$1,222,608	\$855,826	\$366,782
Killeen	\$1,190,092	\$833,064	\$357,027
Beaumont	\$1,159,872	\$811,910	\$347,962
Midland	\$1,099,549	\$769,684	\$329,865
Wichita Falls	\$1,075,310	\$752,717	\$322,593
Tribal	\$2,935,885	\$2,055,120	\$880,766
Total Cities	\$114,326,337	\$80,028,437	\$34,297,902
Balance of State	\$46,496,801	\$32,547,760	\$13,949,040
Total Allocation	\$252,378,000	\$176,664,600	\$75,713,400

*Assumes the maximum of 30% is used for privately-owned projects.

Texas' QECB Allocation by City and County

	Total Available	70% portion	Maximum Amt of 30% PAB
Texas Allocation	\$252,378,000	\$176,664,600	\$75,713,400
Houston city	\$23,373,147	\$16,361,203	\$7,011,944
Harris County	\$16,892,571	\$11,824,800	\$5,067,771
San Antonio city	\$14,067,032	\$9,846,922	\$4,220,110
Dallas city	\$13,130,436	\$9,191,305	\$3,939,131
Austin city	\$7,865,291	\$5,505,704	\$2,359,587
Fort Worth city	\$7,216,908	\$5,051,836	\$2,165,073
Tarrant County	\$6,588,669	\$4,612,068	\$1,976,601
El Paso city	\$6,424,054	\$4,496,838	\$1,927,216
Hidalgo County	\$6,120,482	\$4,284,337	\$1,836,144
Dallas County	\$5,223,960	\$3,656,772	\$1,567,188
Fort Bend County	\$4,971,999	\$3,480,399	\$1,491,600
Montgomery County	\$4,346,871	\$3,042,810	\$1,304,061
Denton County	\$4,203,627	\$2,942,539	\$1,261,088
Arlington city	\$3,927,364	\$2,749,155	\$1,178,209
Williamson County	\$3,773,122	\$2,641,185	\$1,131,937
Collin County	\$3,261,781	\$2,283,247	\$978,534
Brazoria County	\$3,102,310	\$2,171,617	\$930,693
Corpus Christi city	\$3,022,035	\$2,115,424	\$906,610
Galveston County	\$2,996,367	\$2,097,457	\$898,910
Indian Tribal Government	\$2,935,885	\$2,055,120	\$880,766
Bexar County	\$2,764,348	\$1,935,044	\$829,304
Plano city	\$2,760,474	\$1,932,332	\$828,142
Travis County	\$2,568,900	\$1,798,230	\$770,670
Garland city	\$2,315,870	\$1,621,109	\$694,761
Laredo city	\$2,302,258	\$1,611,581	\$690,677
Lubbock city	\$2,300,353	\$1,610,247	\$690,106
Cameron County	\$2,245,026	\$1,571,518	\$673,508
Irving city	\$2,111,721	\$1,478,205	\$633,516
Smith County	\$2,095,283	\$1,466,698	\$628,585
Amarillo city	\$1,969,895	\$1,378,927	\$590,969
Brownsville city	\$1,829,117	\$1,280,382	\$548,735
Brazos County	\$1,808,773	\$1,266,141	\$542,632
Bell County	\$1,750,081	\$1,225,056	\$525,024
Grand Prairie city	\$1,676,865	\$1,173,806	\$503,060
Johnson County	\$1,580,988	\$1,106,692	\$474,296
Pasadena city	\$1,550,864	\$1,085,605	\$465,259

Ellis County	\$1,503,857	\$1,052,700	\$451,157
Hays County	\$1,499,083	\$1,049,358	\$449,725
Jefferson County	\$1,405,588	\$983,911	\$421,676
Mesquite city	\$1,394,421	\$976,094	\$418,326
Ector County	\$1,369,779	\$958,845	\$410,934
McAllen city	\$1,346,863	\$942,804	\$404,059
Carrollton city	\$1,310,388	\$917,272	\$393,116
El Paso County	\$1,302,523	\$911,766	\$390,757
Waco city	\$1,293,696	\$905,587	\$388,109
Grayson County	\$1,249,705	\$874,794	\$374,912
Gregg County	\$1,237,067	\$865,947	\$371,120
Abilene city	\$1,230,155	\$861,109	\$369,047
McKinney city	\$1,223,815	\$856,670	\$367,144
Denton city	\$1,222,608	\$855,826	\$366,782
Killeen city	\$1,190,092	\$833,064	\$357,027
Guadalupe County	\$1,189,361	\$832,553	\$356,808
Beaumont city	\$1,159,872	\$811,910	\$347,962
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Tom Green County	\$1,128,647	\$790,053	\$338,594
McLennan County	\$1,117,586	\$782,310	\$335,276
Comal County	\$1,108,769	\$776,138	\$332,631
Midland city	\$1,099,549	\$769,684	\$329,865
Wichita Falls city	\$1,075,310	\$752,717	\$322,593
Total	\$205,881,199	\$144,116,840	\$61,764,360
Remaining Allocation	\$46,496,801	\$32,547,760	\$13,949,040

**A RESOLUTION TO REQUEST DESIGNATION OF QECB
(QUALIFIED ENERGY CONSERVATION BOND)
VOLUME CAP**

WHEREAS, the Board of Trustees of Ferris Independent School District ("the District"), has determined that it would be in the beneficial interest of the District to finance an energy conservation project by issuing Qualified Energy Conservation Bonds ("QECBs"); and

WHEREAS, it is necessary to request the designation of volume cap from Ellis County.

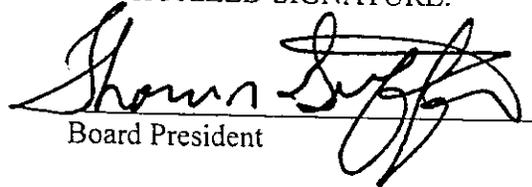
NOW, THEREFORE, BE IT RESOLVED:

Section 1. That the District request designation of QECB volume cap from Ellis County for an amount \$900,000.

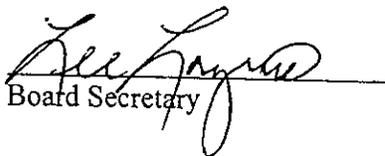
Section 2. That Mr. James Hartman, Superintendent, or his designee, is authorized to approve all matters and execute all documents related to the QECB.

PASSED AND ADOPTED, at a Regular Meeting of the Board held on April 19, 2016.

AUTHORIZED SIGNATURE:


Board President

ATTEST:


Board Secretary