

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

A1

NAME: Mark Arnold

TITLE: County Extension Agent – Agriculture

COUNTY: Ellis

MONTH: April 2017

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
4/2	Waxahachie area-Ellis County Youth Expo set up	27		
4/3	Waxahachie area-Ellis County Youth Expo set up	15		
4/4	Waxahachie area-Ellis County Youth Expo set up	17		
4/5	Waxahachie area-Ellis County Youth Expo set up	7		
4/6	Waxahachie area-Ellis County Youth Expo set up	28		
4/7	Waxahachie area-Ellis County Youth Expo set up	6		
4/8	Waxahachie area-Ellis County Youth Expo set up	13		
4/9	Waxahachie area- Ellis County Youth Expo clean up	36		
4/10	Waxahachie area- Ellis County Youth Expo clean up	29		
4/11	Waxahachie area-Master Gardener Meeting	6		
4/12	Waxahachie-Italy area-Producer consult	47		
4/13	Waxahachie-Ennis area-Producer consult	37		
4/17	Waxahachie area-4-H Livestock Judging Practice	17		
4/18	Waxahachie area-Ennis area- 4-H Livestock Judging Practice	42		
4/19	Waxahachie area-Italy area-4-H Livestock Judging Practice	47		
4/20	Waxahachie area-4-H Livestock Judging Practice	12		
4/21	Waxahachie-College Station-District Livestock Judging Contest	178		
	College Station-Waxahachie-District Livestock Judging Contest	196		
	Waxahachie area-TDA Training, Master Gardener Board Meeting, New Landowners Program	6		
	Waxahachie area-FSA Meeting, Crops PAC	16		
		782		

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: 05/04/17

Signed: Mark Eld

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

Miles traveled: 782

Selected major activities since last report

April 2017

- 4/2-8 Ellis County Youth Expo, agent assisted 4-H members, parents, leaders, show officials and volunteers as needed and where needed to facilitate annual Educational Achievement Event. Over 800 youth participated and more than \$600,000 was brought in through the Premium Sale.
- 4/11 50 Master Gardener volunteers met and received training on Water Conservation Plants for our area.
- 4/22 7 Ellis County Youth participated in the District 8 Livestock Judging Contest at College Station. Members learn to evaluate both market and breeding animals of beef, sheep, goat and swine species and to present oral justifications of their decision. 12 total youth participated in various judging activities but only 7 attended the District Contest.
- 4/25 3 area producers attended monthly TDA Private Pesticide Applicator Training to be able to take the required exam. Trainings are offered monthly to better accommodate area applicators.
- 13 Master Gardener Board members met to discuss Association business and receive specialized training on Extension history, educational programming and office protocols.
- 9 area landowners are participating in the New Landowners/Beginning Farmer Educational Series being offered on April and May.
- 4/26 5 Crops PAC members met to discuss upcoming educational programs, crop progress and educational needs. Wheat Tour and Annual Crop Tour were discussed.

Educational Programming

Programs	11
Participants	1130

Educational Contacts

Site Visits 4-H	6
Site Visits Ag	10
Telephone	91
MG/MN Telephone	45
Office Visits	97
E-Mails	2724
Newsletter/Letters	26
E-Gardening Newsletters	1590

Media Outreach:

Website hits	181
News Releases	2
Facebook posts	20
MG/MN new releases	9
MG/MN magazine	2
MG TV/Radio	4

Major plans for next month

- 5/1 TCAAA Annual Industries Meeting with Major Livestock Show Officials, Waco. Agent serves as Past Chairman of the Committee.
- 5/2 Ennis Rotary Club Program, New Landowners Educational Program
- 5/5 Ellis County Youth Expo Awards Banquet-Waxahachie
- 5/6 District 4-H Roundup -Reisel
Master Gardener Garden Tour-Ellis County

- 5/8 Ellis County Wheat Tour/Educational Program-Bardwell
- 5/9 Master Gardener Meeting-Waxahachie
- 5/9-10 Ellis County Youth Expo Show Committee Meeting-Waxahachie
- 5/11 Meeting and consultation with producer on F.A.R.M. program-Red Oak
(Farmers Assisting Returning Military)
- 5/16 New Landowners Program-Waxahachie
- 5/17 Ag Awareness Day-Waxahachie
- 5/19 Ennis FFA Banquet-Ennis
- 5/23 TDA Private Applicator Training-Waxahachie
- 5/24 TRWD-Watershed Program-Ennis

Mark Arnold
Name
County Extension Agent - Agriculture
Title

Ellis
County
05/04/17
Date

Texas Agrilife Extension
The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL
TITLE: County Extension Agent - Family & Consumer Sciences
MONTH: April 2017

NAME: Rita Hodges
COUNTY: Ellis

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
4/3	Waxahachie (Youth Expo preparations, 4-H, Better Living for Texans, Walk Across Texas, Master Wellness Volunteers)	39		
4/4	Waxahachie (Youth Expo preparations, Walk Across Texas)	25		
4/5	Waxahachie (Youth Expo-Creative Arts)	34		
4/6	Waxahachie (Youth Expo-Creative Arts)	11		
4/7	Waxahachie (Senior Center, nutrition program, A Day in the Ring)	15		
4/10	Waxahachie (Child Care Providers preparation, Better Living for Texans, 4-H, Master Wellness Volunteers)	19		
4/11	Belton (District 4-H Fashion Show)	222		
4/12	Waxahachie (Master of Memory Program, Senior Center, Child Care Providers preparation)	19		
4/13	Waxahachie (Library, Walk Across Texas, 4-H, Better Living for Texans)	22		
4/17	Ennis, Waxahachie (Walk Across Texas, meet with Stacie H from Polynt Composites-Healthy Cooking Demonstrations, Master Wellness Volunteers, Health Fair preparation, Better Living for Texans)	64		
4/18	Waxahachie (Diabetes Coalition, City of Waxahachie Health Fair, 4-H)	36		
4/19	Ennis, Waxahachie (Ennis Lion's Club program, Child Care Conference preparation, 4-H, Better Living for Texans)	27		
4/20	Waxahachie (Better Living for Texans, Child Care Conference preparation, 4-H)	22		
4/21	Waxahachie (Nutrition Program- Better Living for Texans, Child Care Conference preparation, 4-H)	29		
4/22	Waxahachie (Child Care Conference)	15		
4/24	Waxahachie (Senior Center, Walk Across Texas, Child Care Conference Wrap-up, Better Living for Texans, 4-H)	31		
4/25	Waxahachie (Cooking Class preparations, Senior Center, Walk Across Texas, Better Living for Texans, 4-H)	22		
4/26	Waxahachie (Library, Cooking Class preparation, Better Living for Texans)	33		

7/27	Waxahachie (Cooking Class, Field Garden Tour, Senior Center, Better Living for Texans)	33	
4/28	Waxahachie (Nutrition Program, Senior Center, 4-H, Better Living for Texans, return items from cooking class)	11	
		749	

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: May 1, 2017

Signed:

Rita M. Hodges

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**Miles traveled: 749****Selected major activities since last report****April 2017**

4/3 Child Care Providers Newsletter Series (50)
 4/3 County Employees Healthy Lifestyles Newsletter (200)
 4/5 Youth Expo-Creative Arts Competition (275 entries)
 4/5 Master of Memory Course (21)
 4/6 Better Living for Texans Program (18)
 4/7 Nutrition Program (10)
 4/10 Child Care Providers Newsletter Series (50)
 4/11 District 4-H Fashion Show Contest, Belton
 4/12 Master of Memory Course (20)
 4/17 Child Care Providers Newsletter Series (50)
 4/18 Family & Consumer Sciences Committee Meeting (8)
 4/18 City of Waxahachie Health Fair (150)
 4/18 Food Preservation Program, Pettigrew School (22)
 4/19 Master of Memory Course (20)
 4/19 Lion's Club Program, Ennis (65)
 4/20 Better Living for Texans Program (21)
 4/21 Nutrition Program (9)
 4/22 Child Care Providers Conference (24)
 4/24 Child Care Providers Newsletter Series (50)
 4/25 Drug Prevention Program, Palmer Elementary (320)
 4/26 Ellis County Outreach Meeting (22)
 4/26 Master of Memory Course (21)
 4/27 Spring into Health Cooking Class (20)
 4/28 Nutrition Program (9)

Educational Programming:

Programs	16
Participants	1024

Educational Contacts:

Site Visits-FCS	22
Telephone	125
Office Visits	44
E-mails	390
Newsletters/Letters	1495

Media Outreach:

News Releases	2
Website	181
Facebook	336

Major plans for next month:

5/3 Better Living for Texans Nutrition Program
 5/4 Better Living for Texans Nutrition Program
 5/6 District 4-H Round-up Competition, Riesel
 5/9 District Administration Training, Stephenville
 5/10 Better Living for Texans Nutrition Program
 5/16 Diabetes Coalition Meeting
 5/17 Ag Awareness Day

5/18 Better Living for Texans Program
5/19 Texas Extension Agents-FCS-Meeting, Georgetown
5/24 Better Living for Texans Nutrition Program
5/26 Better Living for Texans Training

Rita Hodges

Name

County Extension Agent - Family & Consumer Sciences

Title

Ellis

County

05/01/17

Date

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
April 2017

Selected major activities since last report

Miles traveled: 920

- 4/1-ECYE Lamb & Goat Clipping Day *14 contacts*
- 4/2-4/8-ECYE
 - Broilers-7 pens
 - Breeding Rabbits-23
 - Market Rabbits-8 pens
 - Goats-30
 - Lambs-10
 - Pigs-28
 - Heifers-19
 - Steers-27
- 4/7-A Day in the Ring-110 participants, 280 youth volunteers \$1600 raised in sponsorship
- 4/11-District 8 4-H Fashion Show *7 students, 2 adult volunteers*
- 4/13-County Roundup *12 participants, 4 volunteer judges*
- 4/18-Program at Pettigrew Academy *Food Preservation, 25 participants*
- 4/21-Program at Lummus Elementary *Hatching in the Classroom, 68 participants*
- 4/21-4/22 District 8 4-H Livestock Judging, *7 participants*
- 4/25-Program at Pettigrew Academy *Alpacas, 25 participants (1 youth volunteer, 1 adult volunteer)*
- 4/25-Record Book workshop, *15 contacts in person, 276 online via Facebook Live*
- 4/26-Program at Palmer Elementary, "Where our Food comes from" *110 participants*
- 4/27-Rural Heritage Museum meeting, *12 contacts*
- 4/27-County Council interviews *15 contacts*
- 4/29-District 8 4-H Rifle Match, *4 participants, 1 youth volunteer, 4 adults*

Educational Contacts

Educational Programming:

Programs6
 Participants.....1,145

Educational Contacts:

Site Visits 4-H.....15
 Telephone.....68
 Office Visits.....44
 E-Mails.....365
 Newsletter/Letters.....365
 Faxes.....43

Media Outreach:

News Releases.....1
 Website hits.....181
 Social Media Contacts..... 49 posts on FB, 1247 follows (17,125 post reach), 34 on Instagram (285 follows) 34 on Twitter (128 follows)

Major plans for next month

- TAE4-HA Spring Board meeting
- ECYE Banquet
- District Roundup
- District meeting
- Club Manager Meeting
- Ag Awareness Day-WISD

Name: Megan Parr
 Title: County Extension Agent 4-H
 Texas A&M AgriLIFE Extension · The Texas A&M University System

County: Ellis
 Date:04/10/2017

**ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT**

F1

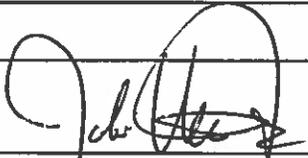
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0520-50812	Radio	\$ 250.00
001-0520-50874	Docket Books/Printing	\$ 500.00
✓ 001-0520-50802	Equipment	\$ 2,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0520-50805	Conference	\$ 250.00
001-0520-50805	Conference	\$ 500.00
✓ 001-0520-50801	Supplies	\$ 2,000.00


Signature of Department Head

5-16-17
Date Signed

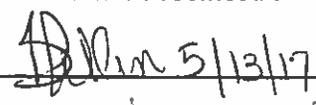

Department

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

APPROVED THIS _____ DAY OF _____, 2016/2017

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

Approved by County Auditor's Office:

 5/13/17
Needs court approval

**ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT**

F2

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

✓ ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
019-0919-50803-00000 -000	Furniture/Fixtures	100.00

TRANSFER TO:

✓ ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
019-0919-50601-00000 -000	Travel Reimbursement	100.00

RECEIVED

MAY 11 2017

ELLIS COUNTY
AUDITOR

Paula Cates

Signature of Department Head

5-10-2017

Date Signed

Law Library

Department

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

APPROVED THIS _____ DAY OF _____, 2016/2017

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

Allen 5/13/17

Needs court approval

F3

ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT

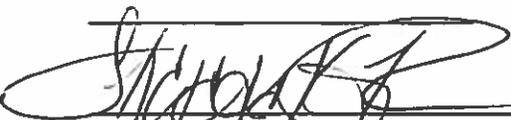
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-40059-00000-000	2016 Risk Control Reimb Progrm	\$ 20,895.20

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0425-50987-00000-000	TAC Reimbursement Program	\$ 20,895.20


Signature of Department Head

5/16/2017
Date Signed

H.R.
Department

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

APPROVED THIS _____ DAY OF _____, 2016/2017

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

Approved by County Auditor's Office:

Dillon 5/16/17
Needs court approval

F4

ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

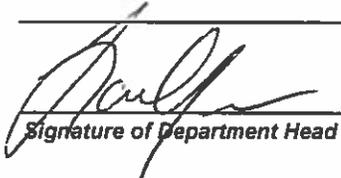
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50807-00000-000	FM2 GENERAL EXPENSES	\$12,000.00

POSTED
PCT2
COMPUTER

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50909-00000-000	FM2 REPAIRS PARTS	\$12,000.00

POSTED
PCT2
COMPUTER



Signature of Department Head

5/15/2017

Date Signed

Ellis Co. Commissioner, Pct. 2

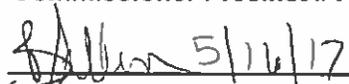
Department

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

APPROVED THIS _____ DAY OF _____, 2016/2017

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

Approved by County Auditor's Office:

 5/16/17

Needs court approval

F5

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
001-0420-School-0000-000	Travel Reimb	\$ 3,000

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0420-Sch35-0000-000	Education/Training	\$ 3,000

Charmin Johnson
Signature of Department Head

May 11, 2017
Date Signed

Juvenile Services
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:

Dillon 5/11/17

Needs court approval

FL6

ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT

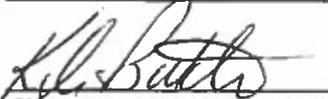
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
012-0755-40008-00000-000	FM4/INTERLOCAL	\$20,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
012-0755-50911-00000-000	FM4/GRAVEL	20,000.00


Signature of Department Head

May 10, 2017
Date Signed

R & B 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 _____, 2016/2017

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

Approved by County Auditor's Office:


Allen 5/11/17
Needs court approval

F7

ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50807-00000-000	FM1 Gen.Misc.	\$15,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50909-00000-000	FM1 Repairs/Parts	\$15,000.00

Larry Stinson
Signature of Department Head

5/11/17
Date Signed

Road & Bridge Pct.1
Department

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

APPROVED THIS _____ DAY OF _____, 2016/2017

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

*needs
Court
approval*

Approved by County Auditor's Office:

[Signature]
5/12/17

F8

ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT

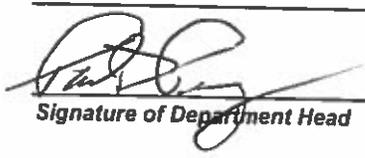
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-30302	Fund Balance	\$ 1,500.00
005-0703-30302	Fund Balance	40,000.00
005-0703-30302	Fund Balance	\$5,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-50805	Conferences/Dues	\$1,500.00
005-0703-50802	Purchase Equipment	40,000.00
005-0703-50907	Tires	5,000.00


Signature of Department Head

5-12-2017
Date Signed

Road & Bridge #3
Department

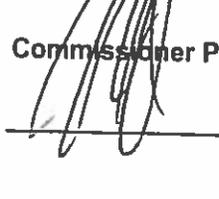
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2016/2017

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

needs
court
approval

Approved by County Auditor's Office:

 5/16/17

F9

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0530-50602	STAFF TRAVEL	1,500.00
✓ 001-0530-50812	RADIO	200
001-0530-50801	SUPPLIES	300

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0530-50805	CONFERENCE	1,500.00
001-0530-50802	EQUIPMENT	300
001-5030-50802	EQUIPMENT	200

Curtis L. Park
Signature of Department Head

5-16-17
Date Signed

JP3
Department

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

APPROVED THIS _____ DAY OF _____, 2016/2017

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

Approved by County Auditor's Office:

Hallen 5/16/17
Needs court approval

F10



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@co.ellis.tx.us
Website: www.elliscountytax.com

May 12, 2017

Request for Approval of May 23, 2017
Commissioner's Court

<u>Refund to be issued</u>	<u>Account #</u>	<u>Refund Amount</u>
Corelogic	153758	\$2,841.50
Lammert Dehann	181978	\$3,288.06
Corelogic	217019	\$3,664.91
Corelogic	218051	\$4,619.89
Corelogic	216111	\$3,977.49
Corelogic	207673	\$2,577.21
Corelogic	205964	\$4,936.90
Corelogic	201930	\$4,567.74
Corelogic	166052	\$3,484.94
Corelogic	166320	\$3,672.01
Corelogic	162460	\$3,479.42
Corelogic	162211	\$2,962.16
Corelogic	218177	\$3,196.55
Corelogic	218651	\$3,079.75
Corelogic	219311	\$5,012.10
Corelogic	219379	\$5,832.95
Corelogic	219616	\$2,958.82
Corelogic	220911	\$3,262.19
Corelogic	221200	\$3,090.24
Corelogic	221500	\$4,395.20
Corelogic	222148	\$5,295.82
Corelogic	222653	\$3,736.01
Corelogic	256953	\$4,969.41
Corelogic	258537	\$5,446.54
Corelogic	258569	\$8,296.52
Corelogic	259340	\$9,408.62
Corelogic	261022	\$4,417.06

Consent agenda,
tax refunds
OK
 5/12/17



**DEPARTMENT OF DEVELOPMENT
AGENDA ITEM NO. SP1**

AGENDA CAPTION:

Consider and act upon a request to approve a simplified plat of Valek Road Acres. Property contains \pm 2.00 acres of land in the T.M. Rowe Survey, Abstract No. 890 located on the north side of Valek Road \pm 1,060 feet west of Hornick Road, in the extraterritorial jurisdiction (ETJ) of the City of Ennis, Road & Bridge Precinct No. 2.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting approval of this simplified plat on this property for one (1) residential lot.

History:

There is no history of any other subdivision request on this property.

Thoroughfare Plan:

Although there are no thoroughfares adjacent to this property, a 30-foot right-of-way dedication (\pm 0.159 acres) is provided for Valek Road. This dedication will convert this section of Valek Road from a prescriptive right-of-way to dedicated right-of-way.

Utility Service:

Water service to this area is provided by Rice Water Supply.

RECOMMENDATION:

Staff recommends approval of this request, as presented.

ATTACHMENTS:

1. Location Map
2. Plat

**COUNTY COMMISSIONERS' COURT MEETING
TUESDAY, MAY 23, 2017**

SUBMITTED AND PRESENTED BY:

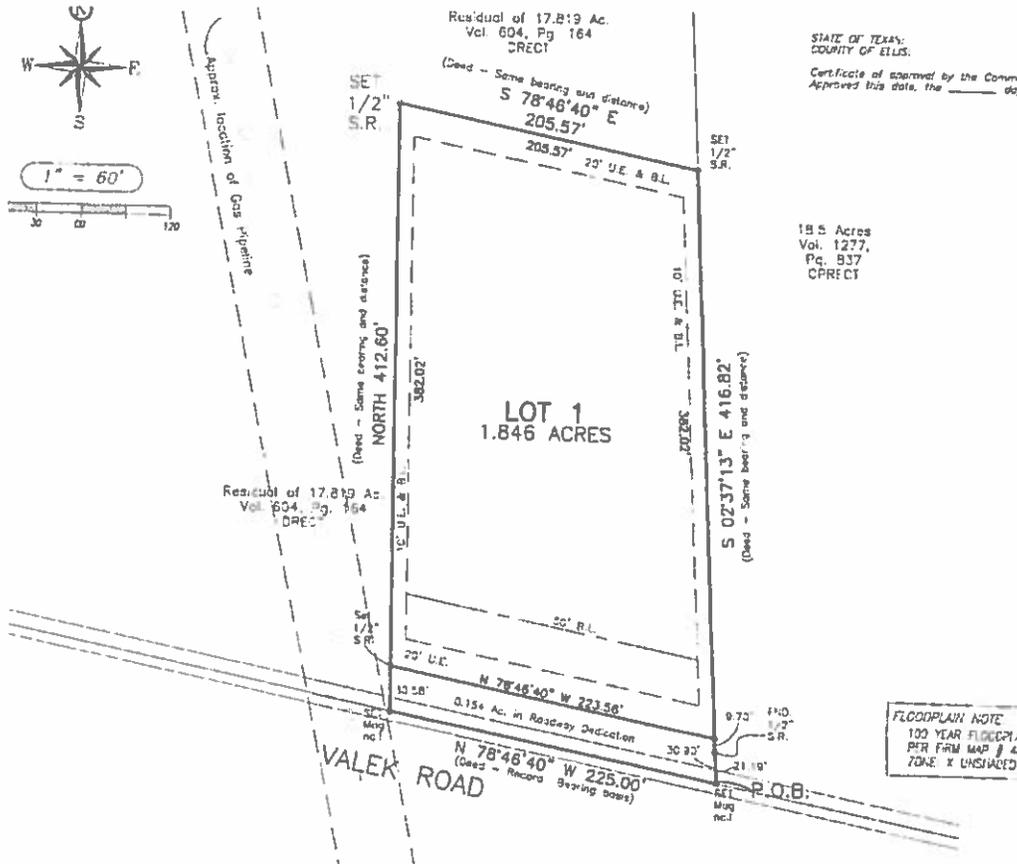
Alberto Mares, AICP
Director
Ellis County Department of Development

ATTACHMENT NO. 1



Subject Property

ATTACHMENT NO. 2



STATE OF TEXAS,
COUNTY OF ELLIS.
Certificate of approval by the Comptroller
Approved this date, the _____ day

18.5 Acres
Vol. 1277,
Pg. 837
CPRECT

FLOODPLAIN NOTE
100 YEAR FLOODPLAIN
PER FIRM MAP # 48
ZONE X UNSHADED

NOTE:
ALL LOTS SHALL BE SERVED BY AN ON-SITE SEWAGE TREATMENT SYSTEM FOR RESIDENTIAL USE. AN ON-SITE SOIL EVALUATION SHALL BE PERFORMED BY A REGISTERED ENGINEER AND/OR REGISTERED SANITARIAN.

Owner:
Judy Hernandez and Julia Hernandez
Phone: 469-285-6085

NOTE:
PROPERTY IS IN THE EX JURISDICTION (ETJ) OF T ENNIS AND IS SUBJECT PLATTING RULES AND RE

The plot has been Preliminary/Final approved by the Department of Development for an on-site sewage facility system pending any and all information as may be required by the Ellis County Department of Development.

SURVEYOR'S DECLARATION

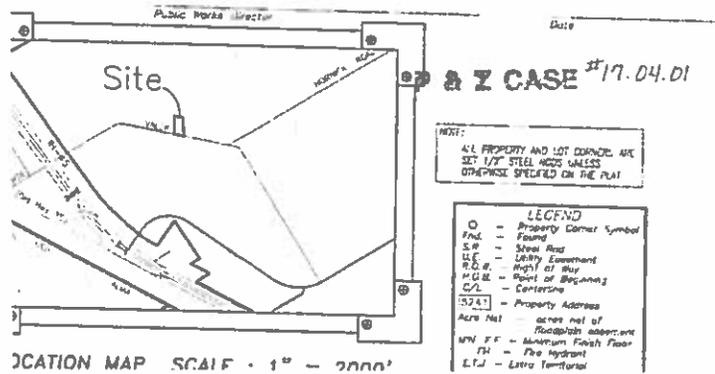
KNOW ALL MEN BY THESE PRESENTS,
That I, Walter Keven Davis, do hereby from an actual and accurate survey monuments shown thereon as set forth personal supervision in accordance with the City of Waco, Texas.

Walter Keven Davis
Walter Keven Davis, Registered Professional Surveyor and McCall, Inc.

STATE OF TEXAS

Before me the undersigned authority on this day personally appeared Walter Keven Davis, and subscribed to the foregoing instrument and acknowledged to the purposes herein expressed and in it.

Give under my hand and seal this the _____ day of _____, 2017.
Walter Keven Davis





**DEPARTMENT OF DEVELOPMENT
AGENDA ITEM NO. SP2**

AGENDA CAPTION:

Consider and act upon a request to approve a simplified plat of Bradley Farm Addition. Property contains \pm 9.29 acres of land in the Thomas Duncan Survey Survey, Abstract No. 289 located on the south side of Marble Road \pm 2,000 feet west of Mertens St/FM 308, Milford, Road & Bridge Precinct No. 3.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting approval of this simplified plat on this property for one (1) residential lot.

History:

There is no history of any other subdivision request on this property.

Thoroughfare Plan:

Although there are no thoroughfare adjacent to this property, a 30-foot right-of-way dedication (\pm 0.10 acres) is provided for Marble Road. This dedication will convert this section of Marble Road from a prescriptive right-of-way to dedicated right-of-way.

RECOMMENDATION:

Staff recommends approval of this request, as presented.

ATTACHMENTS:

1. Location Map
2. Plat

**COUNTY COMMISSIONERS' COURT MEETING
TUESDAY, MAY 23, 2017**

SUBMITTED AND PRESENTED BY:

A handwritten signature in black ink, appearing to read "Alberto Mares".

Alberto Mares, AICP
Director
Ellis County Department of Development

ATTACHMENT NO. 1



Subject Property

ATTACHMENT NO. 2

Approved by a 2/3 vote of the Board of Supervisors of the County of Santa Clara on the 15th day of August, 1995, and the same is hereby certified to the County Clerk for recording.

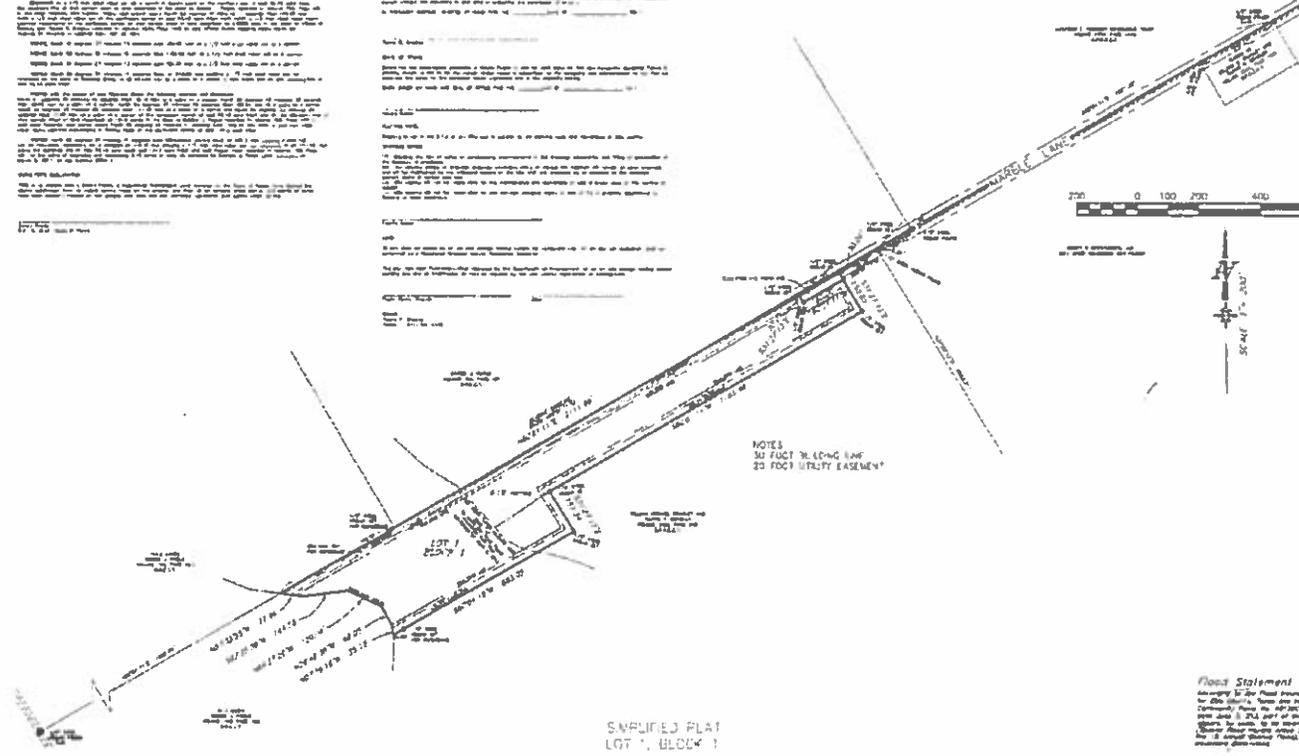
Noted & Approved: _____
 Clerk of Board

Approved by the Board of Supervisors of the County of Santa Clara on the 15th day of August, 1995, and the same is hereby certified to the County Clerk for recording.

Noted & Approved: _____
 Clerk of Board

Approved by the Board of Supervisors of the County of Santa Clara on the 15th day of August, 1995, and the same is hereby certified to the County Clerk for recording.

Noted & Approved: _____
 Clerk of Board



Disclaimer
 This is a simplified plat map and does not constitute a deed or any other instrument. It is intended for informational purposes only and should not be relied upon for legal or financial decisions. The County of Santa Clara is not responsible for any errors or omissions in this map.



**DEPARTMENT OF DEVELOPMENT
AGENDA ITEM NO. 1.1**

AGENDA CAPTION:

Consider and act upon a request to release Performance Bond issued from Philadelphia Indemnity Insurance Company, in the amount of one million eight hundred seventy-nine thousand two hundred twenty-two dollars & 00/100 (\$1,879,222.00) and accept Maintenance Bond No. PB02484500008M issued from Philadelphia Indemnity Insurance Company, in the amount of seven hundred fifty-one thousand six hundred eighty-nine dollars and 00/100 (\$751,689.00) for Legacy Estates, Phase One, located in the extraterritorial jurisdiction (ETJ) of Midlothian, Road & Bridge Precinct No. 4, as requested by JHDMC, Inc.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting the County to release the above-mentioned performance bond for Legacy Estates, Phase One, which was originally issued on July 8, 2016 in the amount of \$1,879,222.00 specifically for streets, roads and drainage requirements. Ellis County received a letter from the City of Midlothian indicating the infrastructure was "substantially complete" in a letter submitted on April 13, 2017.

The second half of this request is to accept a maintenance bond in the amount of \$751,689.00 for that same subdivision specifically for "*the construction of underground utilities, streets, roads, alleys, drainage structures, drainage ditches, and channels.*" This maintenance bond is good for up to two (2) years from the date of April 17, 2017.

History:

The Commissioners' Court approved the preliminary plat for this subdivision on January 12, 2016 and the final plat on June 14, 2016. No other history of this subdivision exists.

RECOMMENDATION:

Staff recommends the Commissioners' Court act in the manner described below:

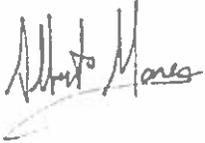
- 1) **Approve** this request to release the Performance Bond, issued from Philadelphia Indemnity Insurance Company, in the amount of one million eight hundred seventy-nine thousand two hundred twenty-two dollars & 00/100 (\$1,879,222.00) for Legacy Estates, Phase 1, as presented.
- 2) **Approve** the acceptance of Maintenance Bond No. PB02484500008M, issued from Philadelphia Indemnity Insurance Company, in the amount of seven hundred fifty-one thousand six hundred eighty-nine dollars and 00/100 (\$751,689.00) for Legacy Estates, Phase One, as presented.

ATTACHMENTS:

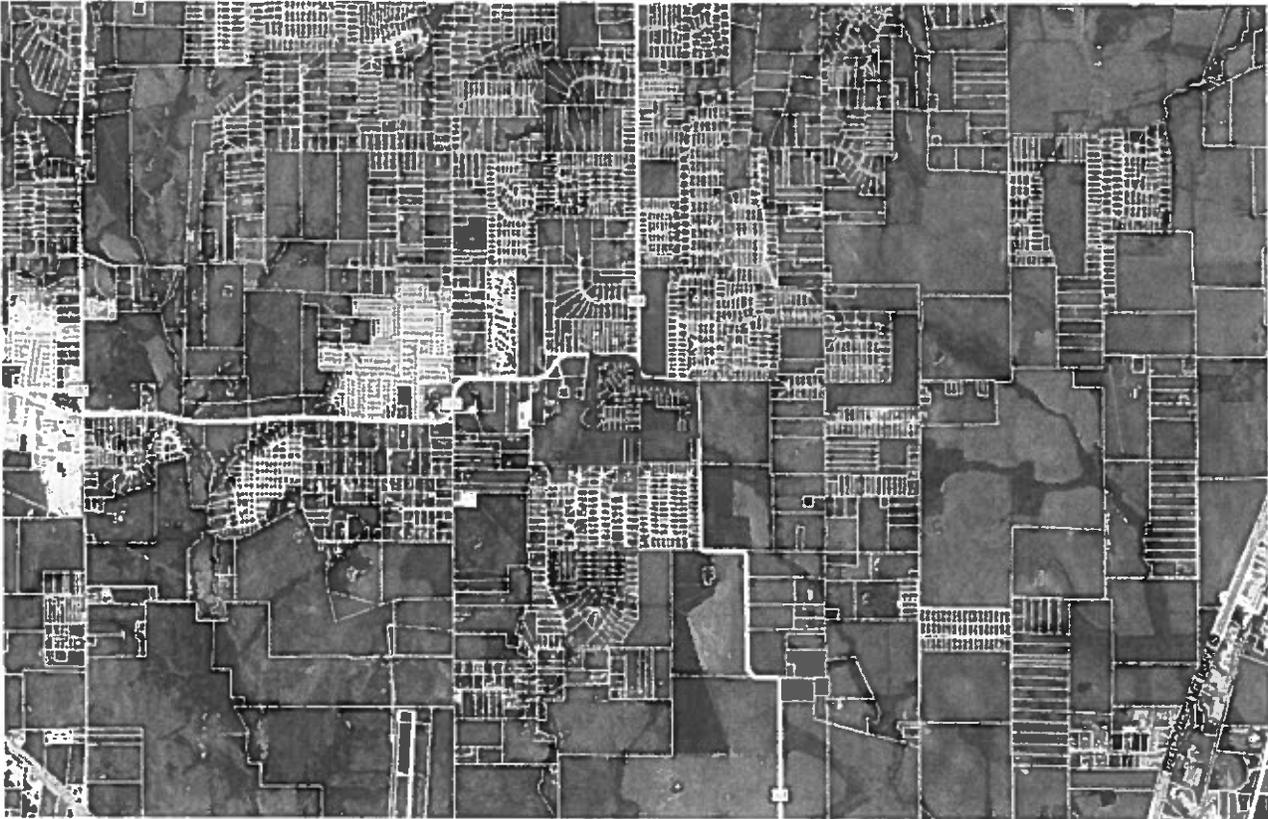
1. Location Map
2. Copy of Performance Bond
3. Copy of Maintenance Bond
4. City of Midlothian Release Letter

**COUNTY COMMISSIONERS COURT MEETING
TUESDAY, MAY 23, 2017**

SUBMITTED BY:

A handwritten signature in black ink that reads "Alberto Mares". The signature is written in a cursive style with a horizontal line underneath.

Alberto Mares, AICP
Director
Ellis County Department of Development



Subject Property

PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENTS:

THAT, JHH Legacy Developments LLC, (hereinafter called the Principal), as Principal, and, Philadelphia Indemnity Insurance Company, (hereinafter called the Surety), a corporation organized and existing under the laws of the State of Pennsylvania licensed to do business in the State of Texas and admitted to write bonds, as Surety in the State of Texas, are held and firmly bound unto, Judge Carol Bush, Ellis County Judge, or her successors in office, (hereinafter called the Obligee), in the amount of One Million Eight Hundred Seventy-Nine Thousand Two Hundred Twenty and no/100 Dollars (\$ 1,879,220.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That the roads and streets and drainage requirements for the subdivision known as Legacy Estates Phase 1 (FM 664 and FM 1387, Ellis County) shall be constructed by Principal in accordance with the specifications and standards adopted by the Ellis County Commissioners Court and within the time set by the Court, which is 2 years from the below date of execution of this bond, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Chapter 232.004 of the Texas Local Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 8th day of July, 2016.

PRINCIPAL: JHH Legacy Developments LLC
BY: [Signature]
SURETY: Philadelphia Indemnity Insurance Company
BY: Andrea M. Penaloza
Andrea M. Penaloza, Attorney-in-Fact

MAINTENANCE BOND

Bond NO.: PB02484500008M

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned, JHDMC, LLC as Principal(s), and the Philadelphia Indemnity Insurance Company, a corporation existing under the laws of the State of Texas and duly authorized and licensed to do business in the State of Texas as a Surety, are held and firmly bound unto Ellis County Judge Carol Bush, or her successor(s), in the penal sum of Seven Hundred Fifty-One Thousand Six Hundred Eighty-nine (\$751,689.00) Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, sealed and dated this 17th day of April, 2017.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named Principal(s) did on the 8th day of July, 2016, enter into a contract with Ellis County Judge Carol Bush or her successor(s) for the construction of underground utilities, streets, roads, alleys, drainage structures, drainage ditches and channels in the subdivision, Legacy Estates Phase 1, to the satisfaction of the Ellis County Department of Development.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall maintain and make good all defects appearing in the work performed by JHDMC, LLC due to faulty workmanship or materials which may develop during the period of twenty (24) months from April 17, 2017, the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That no claim, suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of twelve (12) months from the end of the maintenance period as herein set forth.

X: [Signature]

JHDMC, LLC
Principal(s)

Chad Nites
Printed Name

CFO
Title

X: [Signature]

Philadelphia Indemnity Insurance Company
Surety

Andrea M. Penaloza
Printed Name

Attorney-in-Fact
Title



April 13, 2017

Peter Thomas
JH-DMC,LLC
200 N. Interstate 35E, Suite C
Red Oak, Texas 75154

APR 13 10 AM 09:35

Re: Legacy Estates Phase 1

Dear Mr. Thomas:

The letter is to confirm that work on the referenced subdivision is substantially completed. The only outstanding items are those identified in our final walk-through inspection conducted today. It is our understanding that these items will be completed within the next few weeks, after which a final approval will be forthcoming.

If you should have any questions, please contact me at 972-775-7139.

Sincerely,

A handwritten signature in black ink, appearing to read "SM", written over a horizontal line.

Scott T. Morrow, P.E.
Assistant City Engineer
City of Midlothian

104 West Avenue E. Midlothian, Texas 76065



DEPARTMENT OF DEVELOPMENT
AGENDA ITEM NO. ~~1.1~~ 1.2

AGENDA CAPTION:

Consider and act upon a request to abandon Lots 1-27 of Timarron Estates. Property contains ± 38.17 acres of land located along the north side of Greathouse Road ± 2,000 feet west of Dawson Road, Waxahachie, in Road & Bridge Precinct No. 3.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting to abandon and cancel all twenty-seven (27) lots and the rights-of-way of Dogwood Drive and Youpon Drive within the Timarron Estates subdivision. If approved, the applicant has stated he intends to build one (1) residential structure on the entire acreage. The abandonment of dedicated right-of-way along Greathouse Road is not included as part of this request.

History:

The Commissioners' Court previously approved the preliminary plat on this property on April 12, 1999 and the final plat on April 24, 2000.

Advertisement:

As required by State Law in Chapter 232.008 (c) of the Texas Local Government Code, this cancellation of Timarron Estates was advertised for three (3) weeks in the Waxahachie Daily Light, starting April 28, 2017. All required notifications have been satisfied.

RECOMMENDATION:

Staff recommends approval of this request to abandon Timarron Estates, as presented.

ATTACHMENTS:

1. Location Map
2. Replat
3. Notice

**ELLIS COUNTY COMMISSIONERS' COURT MEETING
TUESDAY, MAY 23, 2017**

SUBMITTED AND PRESENTED BY:

Alberto Mares, AICP
Director
Ellis County Department of Development



Subject Property



Ellis County Department of Development

109 South Jackson, Waxahachie, Texas 75165. 972-825-5200, 972-825-5205 fax

ATTENTION!

PUBLIC NOTICE

A request has been filed with the Ellis County Department of Development to cancel all of Timmarron, Ellis County, Texas. The proposed cancellation will be presented to Ellis County Commissioners Court located in the Ellis County Historical Courthouse, 2nd Floor, 101 West Main Street, Waxahachie, Texas at 2:00 p.m., May 23, 2017. If you are interested in the property and wish to protest the proposed cancellation, you must show up 15 minutes early to sign up. For questions, please call 972-825-5200.



DEPARTMENT OF DEVELOPMENT
AGENDA ITEM NO. ~~1.4~~ 1.3

AGENDA CAPTION:

Consider and act upon a resolution supporting the designation of the alignment of State Loop 9, a freeway between I-35E and I-45, as depicted in Exhibit A.

BACKGROUND INFORMATION:

Purpose:

The Texas Department of Transportation is requesting all government entities to adopt a resolution of support for Loop 9. The City of Red Oak adopted their resolution at its May 8, 2017 meeting. The total length described is approximately 11.4 miles.

The need for the Loop 9 project is to address population growth, transportation demand, system linkages, and connectivity among the existing roadway facilities. It would provide a direct link from I-35E to I-45 and would serve the residents and businesses in the area. The need for these improvements is based on population growth, transportation demand, system linkages, and connectivity among existing roadway facilities. Loop 9 is an element of the regional long-range transportation plan that would aid in addressing the transportation needs identified in the region.

The purpose of Loop 9 would be to:

- Provide a facility that would accommodate expanding transportation demands resulting from population growth and economic development in the region.
- Increase mobility and accessibility in the region.
- Provide an east-west transportation facility to serve the communities in the project area

Project History:

First conceived in 1957, the concept of an "Outer Loop" freeway around the Dallas metropolitan area was introduced in 1964 by the Greater Dallas Planning Council's *Regional Transportation Highway Plan*. In 1964, the Texas Highway Commission authorized this outer loop around Dallas and identified and designated it as a freeway facility to be known as Loop 9 pursuant to a *Regional Transportation Highway Plan*.

Although never finalized, the Loop 9 Feasibility and Route Alignment Study was authorized by Dallas County in 1995. In 1997, study efforts resulted in a "Technically Preferred Alignment" that was approved and/or adopted by many of the cities and agencies involved in the study. However, study efforts were temporarily suspended before a "Locally Preferred Alignment" was identified.

In May 2002, the Loop 9 Feasibility Study was reinitiated to identify viable corridor alignments and modal alternatives for the study corridor. From 2002 to 2006, alignment and environmental constraints, coupled with the growth and desires of surrounding communities resulted in further alignment revisions to avoid and minimize impacts.

By 2006, a possible connection between the Loop 9 project and other statewide transportation improvements required Loop 9 stakeholders to consider substantial design modifications so that the project would conform to the highest-speed TxDOT roadway design criteria. Between 2006 and 2011, the Texas Department of Transportation prepared the Loop 9 Southeast Preliminary Draft Environmental Impact Statement (DEIS), and associated concept designs. While these studies were under review by the Federal Highway Administration (FHWA), several changes in transportation planning occurred in Texas and within the region. TxDOT changed how they intend to advance large corridor transportation projects and removed the Trans-Texas Corridor from statewide transportation plans. NCTCOG released a new regional demographic forecast which shows that population growth would be slower in the Loop 9 Southeast study area and they published the Regional Outer Loop Feasibility Study Report which did not recommend an outer loop in the Dallas/Fort Worth metropolitan area. These factors contributed to the decision to move the Loop 9 project in a different direction. The DEIS study was put on hold in November 2011 and was officially stopped in January 2012.

In September 2012, a Loop 9 Corridor/Feasibility Study began for the revised Loop 9 project concept from US 67 to I-20. The Corridor/Feasibility Study incorporates more flexible design standards, a reduced right-of-way (ROW), and a shorter project length. The project would be more closely aligned with the transportation and development needs of the southeast Dallas region.

More information about Loop 9 may be obtained on their website at www.loop9.org.

RECOMMENDATION:

Staff recommends **approval** of this resolution of support, as presented.

ATTACHMENTS:

1. Resolution of Support

**ELLIS COUNTY COMMISSIONERS' COURT MEETING
TUESDAY, MAY 23, 2017**

SUBMITTED AND PRESENTED BY:



Alberto Mares, AICP
Director
Ellis County Department of Development

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS SUPPORTING THE DESIGNATION OF THE ALIGNMENT OF STATE LOOP 9, A FREEWAY BETWEEN I-35E AND I-45 AS DEPICTED IN EXHIBIT A; AUTHORIZING THE COUNTY JUDGE AND PRECINCT COMMISSIONERS TO SIGN THE RESOLUTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation (TxDOT) Dallas District recommends designating for freeway between I-35 and I-45 which is designated as State Loop 9, as depicted in attached Exhibit A; and,

WHEREAS, the new designation for State Loop 9 will provide a direct link from I-35E to I-45 through Dallas and Ellis Counties to serve residents and businesses; and,

WHEREAS, this new roadway will address population growth, transportation demand, system linkages, and connectivity among the existing roadway facilities; and,

WHEREAS, TxDOT anticipates State Loop 9 will increase mobility and accommodate expanding transportation demand due to population growth and economic development in the region; and,

WHEREAS, TxDOT must add this new location to the State Highway System through a Texas Transportation Commission Minute Order; and,

WHEREAS, the Commissioners' Court of Ellis County, Texas recognizes the potential transportation and economic benefits from such new highway location and supports its designation as the State Loop 9.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS;

SECTION 1. That the Commissioners' Court hereby supports the designation as the new location for a freeway known as the State Loop 9, as depicted in Exhibit A which is attached hereto and incorporated herein; and, authorizes the County Judge and precinct commissioners to execute this resolution on behalf of Ellis County.

SECTION 2. That should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 3. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

**PASSED AND APPROVED BY THE COMMISSIONERS' COURT OF ELLIS COUNTY,
TEXAS, THIS THE 23RD DAY OF MAY, 2017.**

APPROVED:

Carol Bush
County Judge
Ellis County

Randy Stinson
Commissioner, Precinct No. 1
Ellis County

Lane Grayson
Commissioner, Precinct No. 2
Ellis County

Paul Perry
Commissioner, Precinct No. 3
Ellis County

Kyle Butler
Commissioner, Precinct No. 4
Ellis County

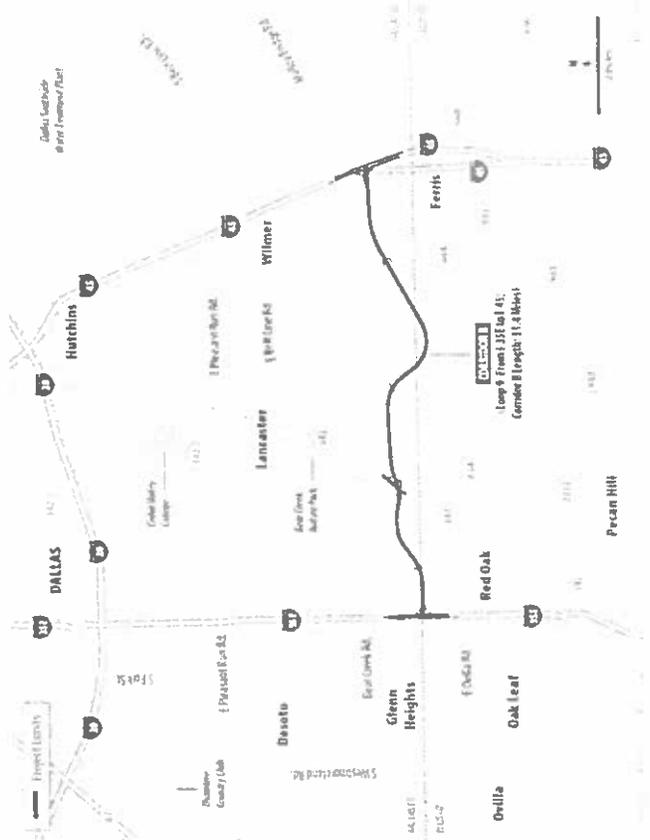
ATTEST:

Cindy Polley
County Clerk
Ellis County

APPROVED AS TO FORM:

Vance Hinds
Assistant County and District Prosecutor
Ellis County

"Through collaboration and transparency, we deliver safe, reliable, and integral transportation solutions that enable the movement of people and goods."



ESTIMATED PHASE 1 COST

Estimated Total: \$165.0M

PROJECT TIMELINE



PURPOSE AND NEED

The purpose of this project is to provide a safe, reliable, and integral transportation solution that enables the movement of people and goods. The project will provide a new, modern, and reliable transportation solution that will improve the quality of life for the community and provide a safe and reliable transportation solution for the future.

The purpose of Loop 9 would be to:

- Provide a safe, reliable, and integral transportation solution that enables the movement of people and goods.
- Provide a new, modern, and reliable transportation solution that will improve the quality of life for the community and provide a safe and reliable transportation solution for the future.
- Provide a safe and reliable transportation solution for the future.

PROJECT DETAILS

Limits: I-35E to I-45
CSJ: 2964-10-005
Description: Project from I-35E to I-45, including all associated infrastructure.
Estimated Project Cost: \$165.0M
Total Length: 11.2 Miles

PROJECT STATUS

ASIP: ASIP (ASIP) - ASIP (ASIP) - ASIP (ASIP)
ASIP (ASIP): ASIP (ASIP) - ASIP (ASIP) - ASIP (ASIP)
ASIP (ASIP): ASIP (ASIP) - ASIP (ASIP) - ASIP (ASIP)

PHASE 1: TYPICAL SECTION



PHASE 2: TYPICAL SECTION



PHASES 3 & 4: TYPICAL SECTIONS



CONTACT INFORMATION

Project Owner: TxDOT
Project Manager: [Name]
Design District: [Name]

2.1



299353

**DUNBAR ARMORED, INC.
SERVICE CONTRACT #36000906 ENDORSEMENT NO. 299353**

ENDORSEMENT to Contract which became effective October 01, 2015 by and between:

- 1. **DUNBAR ARMORED, INC.** ("DUNBAR") and
50 SCHILLING ROAD
HUNT VALLEY, MD 21031
- 2. **COUNTY OF ELLIS** ("CUSTOMER")
109 JACKSON STREET
WAXAHACHIE, TX 75165

WITNESSETH

BY MUTUAL CONSENT, effective on and after May 16, 2017, said contract is amended as follows:

SCHEDULE OF SERVICE AND SERVICE RATES

The following location(s) shall hereby change name/address as stated below:

#	New Address	#	Old Address	Effective Date
9	TAX ASSESSOR COLLECTOR #9 330 N 8TH STREET SUITE 108 MIDLOTHIAN, TX 76065	9	TAX ASSESSOR COLLECTOR #9 310 N 9TH ST MIDLOTHIAN, TX 76065	5/16/2017

Texas License #B06573 Issued By:

Texas Board of Private Investigators and Private Security Agencies
313 East Anderson Lane, Suite 200, Austin, TX 78752 / (512) 463-5545

All other terms and conditions of said contract shall remain unchanged and as herein amended said contract is hereby ratified and confirmed. In Witness Whereof the parties hereto have executed this endorsement on May 4, 2017.

DUNBAR ARMORED, INC.

DocuSigned by:
Scott Temples

Signed By: *Scott Temples* - AE - Code #0368

DocuSigned by:
Seth R. McElroy

Countersigned by: Seth R. McElroy
Senior VP Administration

COUNTY OF ELLIS

DocuSigned by:
Jodi Platt

Customer Signature Authorization

Jodi Platt Purchasing Agent

Print or Type Name & Title

Attachments

The Following Attachments are Hereby Incorporated in the Contract:

- Schedule of Service
- Deposit Verification Rider
- Dunbar EZChange Rider
- Exhibit A

Application for Ellis County Emergency Service District Board

Name Clay Sparks
 Address 155 Diana Lynn Rd
Hill, TX 76651
 Phone Home 972 483 6359
 Work 254 582 5454 x 2116
 Mobile 254 337 0816
 E Mail Csparks@hillsborotx.org
 Emergency Service District applying for: 3

Are you related to, indebted to or closely associated with any person associated with the volunteer fire department in your district? If so, please state their name(s) and relationship.

NO

Do you live within this district? YES How long have you lived in Ellis County? 12 yrs
 US Citizen? YES Registered voter? YES
 Current employer Hillsboro Dept of Public Safety
 Military Service NO

Have you filed federal income tax returns for the past five (5) years? If no, give details YES

Have you ever been arrested? If yes, give details

NO

Have you been convicted in a criminal proceeding or been named subject of any pending criminal proceeding? If yes, give details.

NO

Have you ever been delinquent in child support payments? If yes, give details

NO

Has your driver license ever been suspended? If yes, give details

NO

(Rev 08/24/09)

Are you or your spouse related to a local, state or federal public official? (name and relationship, if applicable) NA

Do you currently serve, or have you ever served, on any local, state or federal government board, commission or committee or in any elected or appointed office?

TEXAS COMMISSION ON LAW ENFORCEMENT ADVISORY BOARD - HUSBAND
EXPLORE POST - HUSBAND ADVISORY BOARD

Please tell us about your business experience and your experience on other boards.

25+ years in law enforcement with the City of Houston and
currently Assistant Director of Public Safety overseeing Police & Fire
Operations and Team Building

What do you hope to accomplish as a member of the Emergency Service District Board?

Assist my community with efficient Fire Services.

CERTIFICATION OF APPLICANT

I hereby certify that the attached statements are true, accurate and complete. I agree that any misstatement, misrepresentation or omission of a fact may result in my disqualification for appointment. I further agree that upon appointment by the Ellis County Commissioners' Court to the Board of Directors of Ellis County Emergency Service District No. 3 that I will execute and file with the Ellis County Clerk a bond conditioned on the faithful execution of my duties of my office. My failure to file a bond as stated above within 10 days following my appointment will act as an automatic resignation of my office.


Applicant's Signature

5/10/2017
Date

(Rev 08/24/09)

ANNEX T

Donations Management

FOR

Ellis County



May 02, 2017

RECORD OF CHANGES

CHANGE #	DATE OF CHANGE	DESCRIPTION	CHANGED BY
01	May 02, 2017	Update document for 5 year review	Ralph Mulvany
02	May 02, 2017	Remove Waxahachie from the document.	Ralph Mulvany
03	May 02, 2017	Used the template from Texas Department of Public Safety	Ralph Mulvany
04		Commissioners Court Approval of the Annex	Ralph Mulvany

APPROVAL & IMPLEMENTATION

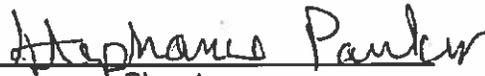
Annex T

Donations Management

Written herewith is Annex T – Donations Management for the county of Ellis and the signatory cities of Alma, Bardwell, Ferris, Garrett, Italy, Maypearl, Midlothian, Milford, Oak Leaf, Ovilla, Palmer, and Pecan Hill. This annex supersedes any previous Emergency Public Information annex developed and promulgated for this purpose. It provides a framework in which the county and the signatory cities can plan and perform their respective functions during an emergency when an activation of the Emergency Operations Plan (EOP) is necessary.

This annex is in accordance with existing federal, state and local statutes and understandings of the various departments and agencies involved. It has been concurred upon by Ellis County, the signatory cities, and the Texas Governor's Division of Emergency Management (DEM). All recipients of this annex are requested to advise Ellis County Office of Emergency Management as to any changes that might result in its improvement or increase its usefulness.

This annex will be reviewed and maintained by the Ellis County Office of Emergency Management.


Signature

May 02, 2017
Date

STEPHANIE PARKER
ELLIS COUNTY EMERGENCY MANAGEMENT COORDINATOR

NOTE: The signature(s) will be based upon local administrative practices. Typically, the annex is signed by the individual having primary responsibility for this emergency function in the first signature block and the second signature block, if desired, could be signed by the Emergency Management Coordinator (EMC), the Mayor, or the County Judge. Alternatively, each department head assigned tasks within the annex could sign the annex.

**ANNEX T
DONATIONS MANAGEMENT**

I. AUTHORITY

- A. See the Basic Plan for general authorities.
- B. Annex T (Donations Management), State of Texas Emergency Management Plan.

II. PURPOSE

The purpose of this annex is to outline the concept of operation, organizational arrangements, and responsibilities for coordinating the efforts of volunteer groups and local government to manage donations of goods and services that may occur in the aftermath of an emergency situation.

III. EXPLANATION OF TERMS

A. Acronyms

ACS	Adventist Community Services
ARC	American Red Cross
CBO	Community-Based (Volunteer) Organization (see VOLAG)
DC	Donations Coordinator
DSG	Donations Steering Group
EMC	Emergency Management Coordinator
EMD	Emergency Management Director
EOC	Emergency Operations Center
LTRC	Long Term Recovery Committee
PIO	Public Information Office/Officer
PSA	Public Service Announcement
RSA	Resource Staging Area
TSA	The Salvation Army
UMNC	UnMet Needs Committee
VOAD	Voluntary Organizations Active in Disaster
VOLAG	Voluntary Agency (charitable organization that meets the provisions of IRS Code 501(c)(3))

B. Definitions

Donations refer to the following:

1. Cash: Currency, checks, money orders, securities, etc.
2. Donation—A gift or contribution to a charity or public entity for the purpose of assisting those affected by a disaster or emergency.
3. Goods: Food, water, clothing, equipment, toys, furniture, pharmaceuticals, bedding, cleaning supplies, etc.

4. Volunteers and Services:

- a. Individuals who are not members of any particular volunteer group (often referred to as "spontaneous," "emergent," or "non-affiliated" volunteers).
 - 1) Emergent—Individuals who are not members of any particular volunteer group.
 - 2) Convergent—Individuals who are members of a particular volunteer group that come into a disaster area from outside the area.
- b. Individuals who are members of recognized disaster relief organizations who have undergone formal training by those organizations (i.e., "affiliated" volunteers).
- c. People with specialized training and expertise (e.g., doctors, nurses, medics, search and rescue, firefighting, heavy equipment operators, etc.) who may either be non-affiliated or members of a disaster relief organization.
- d. Teams that provide specialized equipment or capabilities (e.g., urban search and rescue, dog teams, swift water rescue teams, home repair teams, etc.).

IV. SITUATION & ASSUMPTIONS

A. Situation

1. As noted in the Basic Plan, Ellis County and the Signatory Cities are at risk from a number of hazards that could threaten public health and safety as well as private and public property. Should a major disaster or a lesser emergency where there is high level of media interest occur, many individuals may want to donate money, goods, and/or services to assist the victims or participate in the recovery process. The amount of donations offered could be sizable, and we could face extreme difficulties in receiving, storing, securing, sorting, transporting, accounting for, and distributing the donations to the disaster victims and supervising volunteer workers desiring to assist in the effort.
2. Ellis County VOAD operates a system to collect, process, and distribute donations to disaster victims. Such a system is best operated by community-based organizations (CBOs) and other voluntary agencies (VOLAGs) who have successfully handled donations in the past. Ellis County will coordinate its donation management efforts with volunteer organizations and agencies.
3. According to Chapter 418.074 of the Texas Government Code, our County Judge/Signatory City Mayor may accept a donation (in the form of a gift, grant, or loan) or (except in the form of cash, checks, money orders, securities, grant, or loan) on behalf of Ellis County/Signatory City for the purposes of emergency services or disaster recovery. In turn, our County/Signatory City may use all the services, equipment, supplies, materials, and funds to the full extent authorized by the agreement under which they are received. Any offers of monetary value will be redirected to a disaster relief organization.

B. Assumptions

1. Should a major emergency or disaster occur, donations may be given/delivered to our Ellis County or Signatory City whether or not they are requested. In large quantities, such

donations may overwhelm the capability of the local community to handle and distribute them.

2. In a catastrophic disaster affecting the jurisdiction, local government and local volunteer groups and agencies may be adversely affected and may not be able to cope with a sizable flow of donations.
3. Donated goods may be offered to local volunteer groups or simply delivered to local government. Donations of cash for disaster victims may be made to local government.
4. Donations of cash for disaster victims may be made to the county or a signatory city. The county or a signatory city will redirect these donations to any disaster relief organization (EllisRelief Fund – overseer of the fund is United Way of Ellis County).
5. Many individuals donate goods that are not needed by disaster victims or offer services that are not needed in the recovery process. Receiving and sorting unneeded goods or hosting volunteers who do not have needed skills wastes valuable resources; disposing of large quantities of unneeded goods can be a lengthy and very costly process.
6. In some cases, the amount of donations received by a community may relate more to the media attention the emergency situation receives than the magnitude of the disaster or the number of victims.
7. The problem of unneeded donations can be reduced, but not eliminated, by developing and maintaining a current list of disaster needs, screening donation offers, and providing information to potential donors through the media on current needs and those items and services that are not required.
8. Most personal donations are given little expectation of return other than the personal satisfaction of giving and perhaps some acknowledgment of thanks. However, some donations may be unusable, have "strings attached," or not really be donations at all. They may:
 - a. Be given with an expectation of some sort of repayment, publicity, or a tax write-off.
 - b. Be items that are out-of-date (such as expired foodstuffs or pharmaceuticals) unusable (broken furniture; dirty or torn clothing) or unsuitable (food that requires refrigeration, winter coats in August).
 - c. Be volunteer services that do not meet the announced or advertised expectations or capabilities; skilled trades that are not properly licensed or certified.
 - d. Be provided illegally as a ruse in a fraudulent process to obtain money from disaster victims.
 - e. Be offered at a "discount" to disaster victims, with any real savings being minimal or nonexistent.
 - f. Be offered in limited quantity as a deception to simply show an "association" with government or disaster relief as a basis for future advertising or publicity.

9. Donated goods may arrive in the local area without warning, day or night. Delivery drivers will want to know where they should deliver their load and who will unload it. They typically want their cargo off-loaded quickly so they can minimize down-time.
10. Donations will frequently arrive unsorted and with minimal packaging and markings. Donations may be packed in boxes, crates, barrels, or garbage bags; some items may be in bins or on pallets. When such goods are received, they must typically be sorted, repackaged and labeled, temporarily stored, and then transported to distribution points to be picked up by disaster victims.
11. Donors may want to:
 - a. Know what is needed in the local area – cash, goods, and/or services.
 - b. Know how they should transport their donation to the local area, or if there is someone who can transport it for them.
 - c. Start a “drive for donations” to help disaster victims, but have no knowledge of what to do and how to do it.
 - d. Earmark their donation for a specific local group or organization, such as a church, fraternal society, or social service agency, or want to know to who, specifically, received their donation.
 - e. Have their donation received by a local official and/or receive a letter of appreciation or public recognition.
 - f. Want to be fed and provided with lodging if they are providing volunteer services.
12. Disaster victims may:
 - a. Desire immediate access to donations before they are sorted and ready to be disseminated at appropriate distribution points.
 - b. Believe that the donations have not been or are not being distributed fairly if they do not have information on the process of distributing donations.
 - c. May have unmet needs which can be satisfied by additional donations.

V. CONCEPT OF OPERATIONS

A. Objectives

The objectives of our donations management program are to:

1. Determine the needs of disaster victims and inform potential donors of those needs through the media and a variety of other means.
2. Receive, process, and distribute goods and cash donations to victims that can be used to recover from a disaster.

3. Accept offers of volunteers and donated services that will contribute to the recovery process.
4. Discourage the donations of goods and services that are not needed, so that such donations do not in themselves become a major problem.

B. Operational Concepts

1. Ellis County or Signatory City does not wish to operate a system to collect, process, and distribute donations to disaster victims. Such a system is best operated by community-based organizations and other volunteer organizations that have successfully handled donations in the past. However, experience has shown that volunteer groups can be overwhelmed by the scale of donations and need certain government assistance (such as traffic control, security, and help in identifying facilities to receive, sort, and distribute donated goods); additionally, large numbers of donations may be sent to the local government itself. Hence, local government desires to coordinate donation management efforts with volunteer organizations and agencies.
2. Recognized local and national charities The Salvation Army and the American Red Cross (ARC) have been accepting, handling, and distributing donations for many years. These organizations are skilled in the donations management process, and they should be the first recourse for collecting and managing donations after a major emergency or catastrophic disaster. Donors outside the local area should be encouraged to work through recognized community, state, or national social service organizations or voluntary human resource providers in the community in which they live. These organizations are capable of receiving donations in areas across the State or nation and then earmarking assistance for a particular disaster.
3. Donations of cash to The Salvation Army and the American Red Cross (ARC) for disaster relief allows those organizations to purchase the specific items needed by disaster victims or provide vouchers to disaster victims so that they can replace clothing and essential personal property with items of their own choosing. Cash donations also reduce the tasks of transporting, sorting, and distributing donated goods. Therefore, cash is generally the preferred donation for disaster relief.

C. Donations Management Program

The donations management program for Ellis County or Signatory City is composed of several organizational elements and several operating units that are activated as needed at a level suitable for the anticipated workload. The organizational elements include the Donations Coordinator, Donations Steering Group, and the Unmet Needs Committee. The operating units include: a Donations Operations Office, a Resource Staging Area, a Phone Bank, one or more Distribution Points, and a Volunteer Center.

1. Organizational Elements

- a. Donations Coordinator (DC). A Donations Coordinator shall coordinate the donation management efforts of volunteer groups and local government. The Donations Coordinator should be appointed in writing by the Emergency Management Coordinator when this annex is initially published and a replacement should be

appointed in writing whenever there is a vacancy in this position. See Appendix 4, Tab A, for a sample of the DC appointment letter.

- b. **Key Donations Management Personnel.** Key donations management personnel should, to the extent feasible, be identified in advance so that they can receive training and assist in the development of operating procedures. In addition to the Donations Coordinator, key personnel include the individuals who will supervise operation of the Resource Staging Area, Phone Bank, Volunteer Center, and Distribution Point(s), as well as the Donations Financial Manager. See Appendix 4, Tab C, for the list of key donations management personnel.
- c. **Donations Steering Group (DSG).** The DSG provides policy guidance and general direction for the donations program. Composed of representatives of local volunteer groups and appropriate government officials, it meets periodically to plan for donation management operations. Group members should be selected prior to a disaster, but it may be desirable to update and expand membership once a disaster occurs. Oftentimes the core of the Group is an existing association of local volunteer agencies such as the Voluntary Organizations Active in Disaster (VOAD). The Donations Coordinator is responsible for organizing the DSG and normally chairs the Group. See Appendix 4, Tab B for the DSG membership roster. When a disaster has occurred, the DSG should meet regularly to address policy issues and coordinate the solution to major challenges.
- d. **Unmet Needs Committee or Long Term Recovery Committee.** The function of the Unmet Needs Committee is to assist disaster victims who need assistance that local government has been unable to provide. The DC is expected to assist in forming the Committee as soon as practicable after a disaster occurs. The Committee may continue to operate for an extended period. The Unmet Needs Committee should consist of representatives from organizations that have provided or can provide money, manpower, or materials to assist in disaster relief. Members would typically include:
 - 1) Representatives of local volunteer organizations.
 - 2) Representatives of the local ministerial alliance.
 - 3) Representatives of corporations that have donated money, staff, or goods for disaster relief.
 - 4) Other interested parties that have donated to disaster relief.

Although the DC should assist in forming the Unmet Needs Committee, its chair should be elected by the members and preferably be a highly regarded and well-known local citizen who does not have other major commitments. As this Committee will decide which individuals receive supplemental aid, it is generally inappropriate for government officials to serve as members of this Committee. If they do, they should play a non-voting advisory or support role only. See Appendix 4, Tab D, for Unmet Needs Committee membership.

2. Operating Units

All of the operating units listed below are established after a disaster has occurred. To facilitate rapid activation of the units, suitable local facilities for each unit should be identified in pre-emergency preparedness planning; see Appendix 4, Tab 1. Some of the

operating units listed below may be collocated if suitable facilities are available; for example, the Volunteer Center may be collocated with the Resource Staging Area, if a facility that provides sufficient warehouse and office space is available. In coordinating use of facilities, it is important that those providing facilities understand that some of these facilities may need to continue operations for an extended period – possibly several months. All of these facilities will be largely staffed by volunteers.

a. The Donations Operations Office.

- 1) The Donations Operations Office coordinates operation of the donations management program in the aftermath of a disaster; it further:
 - a) Maintains a Current Needs List that identifies donations that are needed and donations that are not needed. (See Appendix 1 for a sample of a Current Donations Needs List.)
 - b) Maintains a record of the following, as appropriate:
 - (1) Phone responses and referrals.
 - (2) Cash donations received and distributed.
 - (3) Donated goods received and distributed.
 - (4) Volunteer workers utilized and tasks accomplished.
 - c) Handles correspondence related to the donations management program.
 - d) Ensures an appropriate accounting and disbursing system is established for any cash donations received (see Appendix 4, Tab J).
 - e) Works closely with the Public Information Officer (PIO) to ensure donation needs, information on the availability of donated goods, and pertinent information on the operation of the donations management program is provided to the media for dissemination to the public.
- 2) See Appendix 4, Tab E, for information on the operation of the Donations Operations Office and the facilities, equipment, and staffing required.

b. Phone Bank

- 1) A Phone Bank is normally established to receive and respond to offers of donations and disseminate other disaster-related information. Depending on the goods or services offered and the current local situation, the Phone Bank may refer some donors to other agencies that may be better equipped to handle their donations. The Phone Bank may also be used to provide disaster-related information to callers.
- 2) Donation offers received by phone for goods and services on the Current Needs List will normally be recorded on a Record of Donation Offer, which will be provided to the Donations Operations Office for follow-up action. See Appendix 2 for an example of the Donation Offer Record.

- 3) The Phone Bank should work closely with the Ellis County or Signatory City Emergency Operations Center (EOC) to advise on items needed and not needed; to obtain official, updated disaster relief information for rumor control and victim assistance referrals; to provide data for government situation reports; etc.
- 4) See Appendix 4, Tab G, for information on the operation of the Phone Bank and the facilities, equipment, and staffing required.

c. Resource Staging Area (RSA)

- 1) An RSA may be established to receive, sort, organize, repackage if necessary, and temporarily store donated and other goods and then transport them to Distribution Points where victims can pick them up.
- 2) It is normally located outside of the disaster area and is operated by volunteer workers. Because of their expertise in warehouse management, the Adventist Community Services (ACS), 418 E Tarrant Rd, Grand Prairie, TX 75050, (972) 601-3700, has an agreement with the State to operate regional RSAs, and they also can be asked to operate a local community's RSA.
- 3) A regional RSA may be established to serve a group of affected communities. If a regional RSA is established, volunteers from those communities that receive goods from the facility will normally participate in its operation.
- 4) See Appendix 4, Tab F, for information on the operation of the RSA and the facilities, equipment, and staffing required.

d. Distribution Points

- 1) Distribution Points are sites from which ready-to-use goods (received directly from donor agencies or from an RSA or cash vouchers will be distributed to disaster victims.
- 2) The ARC or the Salvation Army will typically operate these units.
- 3) Distribution points are generally located in proximity to areas where disaster victims are living. They may be housed in facilities owned by volunteer groups or local government or in donated space.
- 4) See Appendix 4, Tab H, for information on the operation of Distribution Points and the facilities, equipment, and staffing required.

e. Volunteer Center

- 1) The Volunteer Center is a facility where spontaneous, emergent, unaffiliated volunteers are assembled, registered, assigned recovery tasks, and provided logistical and other support. Volunteers may be assigned to operate various donation management facilities, to provide direct assistance to victims (such as clean-up and home repair), or to assist government departments in recovery operations.

- 2) The Volunteer Center should be located in reasonable proximity to the disaster area, but not in that area.
- 3) See Appendix 4, Tab I, for information on the operation of the Volunteer Center and the facilities, equipment, and staffing required.

D. Actions by Phases of Emergency Management

Donations Management, as a function, primarily occurs during the recovery phase of an emergency. However, some donations management activities should occur during the preparedness and response phases of emergency management.

1. Preparedness

- a. Appoint a Donations Coordinator and establish the DSG to oversee pre-disaster donations management planning and assign responsibilities for various donations management activities.
- b. Prepare and update this annex to outline local donations management plans.
- c. Identify possible sites for the Donations Operations Office, Phone Bank, RSA, Distribution Points, and a Volunteer Center.
- d. Develop tentative operating procedures for the Phone Bank, RSA, Distribution Points, and Volunteer Center and determine how those facilities will communicate with each other.
- e. Identify and coordinate with those volunteer organizations that could provide assistance in operating the jurisdiction's donations management program.
- f. Brief elected officials, department heads, and local volunteer groups on a periodic basis about the local donations management program.
- g. Brief the local media so they understand how the donations program will work so they can be prepared to advise the public of specific donation needs, discourage donations of unneeded items, disseminate information on the availability of donated goods, and provide other information as applicable.
- h. Brief citizen groups on how they can contribute to disaster relief with their donations and how a donations management program typically operates.
- i. Include consideration of donation management in local emergency management exercises to test donations management plans and procedures.
- j. Ensure contingency procedures are established for rapidly activating a bank account to receive and disburse monetary donations.

2. Response

- a. Review the donations management program with senior government officials.

- b. Activate the DSG.
 - c. Identify and prepare specific sites for donations management facilities and begin assembling needed equipment and supplies.
 - d. Identify and activate staff for donations management facilities.
 - e. Provide the media (through the PIO) with information regarding donation needs and procedures, and regularly update that information.
3. Recovery
- a. The EOC should determine which donations management facilities will and will not be activated.
 - b. Set up the donations management facilities that are activated and determine how each facility will be logistically supported.
 - c. Staff donations management facilities with volunteer or paid workers, conducting on-the-job training as needed.
 - d. Collect, sort, store, distribute, and properly dispose of donations, if necessary.
 - e. In coordination with the PIO, provide regular updates to the media on donations procedures, progress, status, and the Current Needs List (goods and services that are needed and not needed).
 - f. Continually assess donations management operations and determine when the donations management facilities should close down or be consolidated and when the donations management program can be terminated.
 - g. Keep records of donations received and, where appropriate, thank donors.
 - h. Activate the Unmet Needs Committee to provide continuing assistance to victims in need, depending upon the donations available.
 - i. Maintain accounts of expenses, individual work hours, etc. Donations activities and functions are not generally reimbursable; however, if certain expenses are considered for reimbursement, accurate records will have to be submitted.

VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. The organization for donations management in the aftermath of a disaster shall consist of the organizations and facilities described in this annex, supplemented by government personnel and other resources where needed, available and appropriate. The organizations described in this annex are composed largely of volunteers; the facilities described in this annex will be primarily operated by volunteers.

2. Our normal Ellis County or Signatory City emergency organization, described in Section VI.A of the Basic Plan and depicted in Attachment 3 to the Basic Plan, will carry out government activities in support of donation management.
3. The Ellis County Judge/Signatory City Mayor] is responsible for managing donations (cash or goods) that are made to the Ellis County or Signatory City government respectfully for disaster relief, subject to any regulations that may be enacted by the [Commissioner's Court/City Council].
4. The Ellis County Judge/Signatory City Mayor shall appoint a Donations Coordinator to manage the overall donations program and coordinate the efforts of volunteer groups and local government. The Donations Coordinator may be a volunteer or government employee familiar with the role of volunteer organizations active in disasters. As the Emergency Management Coordinator (EMC) has demanding duties during emergency response and recovery, the EMC should not be appointed as the Donations Coordinator.

B. Task Assignments

1. The Ellis County Judge/Signatory City Mayor will:
 - a. Appoint a Donations Coordinator. See Appendix 4, Tab A.
 - b. Ensure that a donations management program that coordinates the efforts of volunteer groups and local government, is planned and ready for activation.
 - c. Monitor the operation of the donations management program when activated.
2. The Donations Coordinator (DC) will:
 - a. Coordinate planning for and oversee the operation of the donations management program.
 - b. Prepare and keep current this annex in conjunction with the Ellis County Emergency Management Coordinator.
 - c. Designate members of the DSG, with the advice of senior local officials and local volunteer groups, and chair that group.
 - d. Identify, in conjunction with appropriate senior local officials and the DSG, individuals for the following key donations management positions:
 - 1) Volunteer Coordinator
 - 2) Resource Staging Area Manager
 - 3) Phone Bank Supervisor
 - 4) Donations Financial Manager
 - e. Develop and maintain, in coordination with the DSG, a Donations Management Operations Guide (Appendix 4 to this annex) as a separately published document. In the pre-emergency phase, this Guide will contain general planning information with respect to facilities, equipment, staffing, and general operating guidance. When the donations management program is activated, the Guide will be updated with specific

facility and equipment information, updated staff rosters, and detailed operating procedures; copies of the document will be provided to all key donations management program personnel. In the pre-emergency phase, the Guide shall include:

- 1) Potential locations for the Volunteer Center, RSA, Phone Bank, Distribution Points, and Donations Operations Office.
 - 2) Equipment requirements for the facilities listed above.
 - 3) Supply requirements for the facilities listed above.
 - 4) Skeleton staff rosters for the facilities listed above.
 - 5) A list of organizations that could potentially provide volunteers to staff the facilities listed above.
- f. Determine, in conjunction with the Ellis County or Signatory City Attorney, the procedures for preparing for and handling liability issues involving volunteers that are assisting the Ellis County or Signatory City in donations management operations. Since these individuals may be performing volunteer services directly for the Ellis County/Signatory City, they may be entitled to medical coverage; accident and injury claim compensation; workman's compensation coverage; reimbursement for stolen property; or even restitution for inappropriate comments, discrimination, or harassment.
- g. Provide the media, in coordination with the PIO, information on donations management for dissemination to the public.
- h. Provide local government officials with regular reports on donations management operations.
- i. Ensure required donations system-related records are maintained.
3. The Donations Steering Group (DSG) will:
- a. Assist the Donations Coordinator (DC) in developing a donations management program for the Ellis County or Signatory City and in preparing operating procedures for the donations management functions.
 - b. Meet regularly to coordinate, update, and collaborate on the donations system and operational process before, during, and after a disaster.
 - c. Assist the DC in determining which donations management functions should be activated after a disaster occurs.
 - d. Provide advice to the DC on suitable candidates for managing the various donations management functions.
 - e. Assist in locating volunteers to work in the donations management functions.
 - f. Assist the Donations Operations Office in maintaining records on donations activities.
 - g. Provide information to donors regarding voluntary agency operations and needs through the Donations Phone Bank.

- h. Work together to determine the best method for handling and distributing large-volume or high-value donations received from the public or corporate entities.
 - i. Help the DC make decisions on when to terminate or consolidate donations management functions.
- 4. The Volunteer Coordinator will:
 - a. Select a site for a Volunteer Center and coordinate equipping and staffing the facility.
 - b. Develop operating procedures for and train staff to operate the Volunteer Center.
 - c. Supervise Volunteer Center operations.
 - d. Prepare and keep current Tab I to Appendix 4.
- 5. The Resource Staging Area (RSA) Manager will:
 - a. Select a site for an RSA and coordinate equipping and staffing the facility.
 - b. Develop operating procedures for and train staff to operate the RSA.
 - c. Supervise RSA operations.
 - d. Prepare and keep current Tab F to Appendix 4.
- 6. The Phone Bank Supervisor will:
 - a. Select a site for a Phone Bank and coordinate equipping and staffing the facility.
 - b. Develop operating procedures for and train staff to operate the Phone Bank.
 - c. Supervise Phone Bank operations.
 - d. Prepare and keep current Tab G to Appendix 4.
- 7. The Donations Financial Officer will:
 - a. Establish a Donations account for receiving monetary donations.
 - b. Establish specific wording for the "Pay to the Order of" line for all checks and other securities so that appropriate information can be provided to potential donors.
 - c. Ensure written disbursing procedures are prepared in close coordination with the Unmet Needs Committee so account disbursing officials have a clear mandate on how to prepare assistance checks (e.g., when, how much, to whom, etc.).

VII. DIRECTION and CONTROL

A. General

1. The Ellis County Judge/Signatory City Mayor is responsible for all governmental activities involved with the jurisdiction's donations management system.
2. The DSG, chaired by the DC, will provide general guidance for donations management operations.
3. The DC will manage the donations management program, supervise key donations management program personnel, and coordinate the efforts of volunteer groups and local government.
4. The work of volunteers and paid government employees at a donations management facility will be directed by the supervisor of that facility.
5. Volunteers working as an integral part of a recognized volunteer group (e.g., the Red Cross, the Adventist Community Services, The Salvation Army, etc.) will respond to direction from those organizations.
6. Each individual supervising a donations management function will select an appropriate assistant or designee to run the operation in his or her absence.

B. Coordination

1. The DC will work out of and communicate from the Donations Operations Office, which should be located in or adjacent to the Ellis County or Signatory City Emergency Operations Center (EOC) if possible.
2. The EMC will work out of and communicate from the EOC. Each volunteer group assisting in the disaster will designate a specific individual with authority to accept task assignments and coordinate its activities with the Volunteer Center.
3. Each volunteer group assisting in the disaster will designate a specific individual with authority to accept task assignments and coordinate its activities with the Donations Operations Office.

VIII. INCREASED READINESS LEVELS

A. Level IV – Normal Conditions

See actions recommended in the preparedness activities in Section V.D.1.

B. Level III – Increased Readiness

1. Monitor the situation and inform key donations management personnel of the potential for activating all or portions of the donations management system.

2. Review donation management procedures for currency.
3. Check recall rosters for accuracy and update as required.

C. Level II – High Readiness

1. Continue to monitor the situation.
2. Alert key donations management staff for potential operations.
3. Ensure source lists for volunteer workers are up-to-date.
4. Check potential donations operations facilities for accessibility and availability.

D. Level I - Maximum Readiness

1. Continue to monitor the situation.
2. Activate key donations management staff to update planning.
3. Make tentative donations management facility selections.
4. Review equipment and supply status and alert providers of possible need.
5. Alert organizations that provide volunteer workers of possible activation.

IX. ADMINISTRATION & SUPPORT

A. Reporting

1. During emergency operations, the Donations Operations Office shall compile and provide a daily summary of significant donations management activities to the EOC for use in staff briefings and inclusion in periodic Situation Reports (see Annex N). If the EOC has been deactivated, a periodic summary of activities will be provided to local officials and the heads of volunteer organizations participating in the recovery process.
2. Donations management facilities, if government-operated, shall provide a daily report of their activities to the Donations Operations Office. Such reports will include the following information:
 - a. Phone Bank
 - 1) Number of calls by type (donation offer, vendor capabilities, requests for information, etc.)
 - 2) Significant donations offered and their disposition
 - 3) Major issues or challenges
 - b. RSA
 - 1) Number and type of bulk donations received (truckloads, pallets, etc.)

- 2) Significant donations and disposition
- 3) Goods delivered to distribution points (truckload, pallets, boxes)
- 4) Unneeded goods delivered to other agencies
- 5) Current hours of operation
- 6) Number of persons employed (volunteers and paid workers)
- 7) Major operational activities
- 8) Support activities (feeding, lodging, etc.)
- 9) Major issues or challenges

c. Distribution Points

- 1) Number of customers served
- 2) Hours of operation
- 3) Number of workers (volunteers and paid workers)
- 4) Major issues or challenges

d. Volunteer Center

- 1) Hours of operation
- 2) Number of volunteers assigned to tasks
- 3) Number of workers within the facility
- 4) General types of jobs to which workers have been dispatched
- 5) Support activities (feeding, etc.)
- 6) Major issues or challenges

e. Financial Accounting

- 1) Cash received
- 2) Cash distributed
- 3) Major issues or challenges

B. Records

1. Activity logs - Each donations facility will maintain a log of major activities at that facility, location including activation and deactivation, arrivals and departure of staff, receipt of or return of major equipment, and the commitment of people, equipment, or materials to specific tasks.
2. The Donations Steering Group shall appoint a Secretary to provide a written record of the policies formulated and activities undertaken at meetings of the Group. Those records shall be maintained by the DC.
3. The Unmet Needs Committee shall appoint a Secretary to maintain a written record of its actions. When the recovery process is completed, those records shall be turned over to the DC for retention.
4. Documentation of costs – Expenses incurred in operating the donations management system are generally not recoverable. However, in the event state and/or federal reimbursement is considered, accurate records would need to be provided. Therefore, all government departments and agencies should maintain records of personnel and equipment used and supplies consumed during donations management operations.

C. Resources

Government resources that may be needed to operate the donations management system are listed in Annex M, Resource Management.

D. Post Incident Review

The Basic Plan provides that the [County Judge/Mayor/City Manager/EMC] shall organize and conduct a review of the emergency operations in the aftermath of major emergency or disaster operations. The purpose of this review is to identify needed improvements in this plan, its procedures, its facilities, and its equipment. When the donations management system has been activated after a major emergency or disaster, donations management program personnel shall participate in the review.

E. Training

1. The DC should attend training in donations management. Such training is offered by the Texas Division of Emergency Management and a number of volunteer groups.
2. Donations management facility supervisors are responsible for providing on-the-job training for individuals who will be working in the facility.

F. Exercises

Local drills, tabletop exercises, functional exercises, and full-scale exercises should periodically include a donation management scenario based on the anticipated hazards which could be faced by this jurisdiction.

X. ANNEX DEVELOPMENT & MAINTENANCE

- A. The Donations Coordinator, in conjunction with the Ellis County Emergency Management Coordinator, is responsible for developing and maintaining this annex. Recommended changes to this annex shall be forwarded as needs become apparent.
- B. This annex will be revised annually and updated in accordance with the schedule outlined in Section X of the Basic Plan.
- C. Individuals, departments, agencies, and volunteer organizations assigned responsibilities in this annex are responsible for developing and maintaining appropriate standard operating procedures (SOPs) to carry out those responsibilities.

XI. REFERENCES

- A. FEMA, *Donations Management Guidance Manual*, Feb 1995
- B. FEMA, *Donations Management Workshop (Student Manual)*, Oct 1997
- C. FEMA, *Donations Management Workshop (Toolbox)*, Oct 1997
- D. FEMA, *Support Annex (DM-1)*, Apr 1999

APPENDICES:

1. Current Donation Needs List
2. Sample Record of Donation Offer
3. Sample Public Information Release
4. Donations Management Operations Guide (published separately)

Tab A	Letter of Appointment – Donations Coordinator
Tab B	Donations Steering Group Members
Tab C	Key Donations Management Personnel
Tab D	Unmet Needs Committee
Tab E	Donations Operations Office
Tab F	Resource Staging Area
Tab G	Phone Bank
Tab H	Distribution Points
Tab I	Volunteer Center
Tab J	Handling Cash Donations

**SAMPLE
CURRENT DONATION NEEDS LIST
[County/City]**

As of Date/Time: _____

1. Needed

a. Goods

b. Services

2. Unneeded:

**SAMPLE
RECORD OF DONATION OFFER**

Call received by: _____ Date: _____ Time: _____

Donor Name and Information:

Salutation: _____

First Name: _____

Last Name: _____

Title: _____

Organization: _____

Phone 1: _____

Phone 2: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____

Country: _____

Donated (free) Goods or Services

Commercial (vendor) Goods or Services

Type of Resource: (e.g., people, food, equipment): _____

Category: (e.g., clothing, water, bedding): _____

Sub-category: (e.g., shoes, blankets, chairs): _____

Description/Notes: _____

Total Quantity: _____ Units (#): _____ Measure (e.g., box, each): _____

Packaging _____ Amount (#): _____ Size (e.g., can, dozen, gallon): _____

Palletized: Yes No Transportation required: Yes No

Refrigeration required: Yes No Restrictions: Yes No

Resource Location: _____

Estimated Value: _____ Available until: _____

Follow-up required: Yes No Action taken: _____

**SAMPLE
PUBLIC INFORMATION RELEASE**

County of Ellis, TX

Date

FOR IMMEDIATE RELEASE

FOR MORE INFORMATION, CONTACT: Ellis County Public Information Officer

We are receiving citizen and community inquiries regarding the [name of disaster]. The calls primarily involve citizens who want to offer assistance or make donations to the [name of disaster] victims. It is important that such good intentions do not create the potential for a disaster within a disaster. Therefore people who wish to offer assistance should do so in as effective a manner as possible.

Individuals or organizations that want to provide assistance to victims of the (name of disaster) should first work through their local disaster relief organizations. These may include the American Red Cross, The Salvation Army, the Texas Baptist Men Feeding Organization, the Adventist Community Services, the Second Harvest Food Banks, etc. People can find these organizations listed in the Telephone Book Yellow Pages under "Social Service Organizations."

Cash is the best contribution since items can be purchased within the affected areas to meet the specific needs of victims. To contribute cash, contributions should be sent to [the precise organization name, address, and account number where cash contributions should go].

If people prefer to donate goods or service, they should still work through their local disaster relief organizations. These organizations know the immediate needs of people in the affected areas, how best to meet those needs, and how to ensure assistance is appropriate, adequate, and delivered to the right places. The disaster relief organizations can tell potential donors what is needed and what is not needed and how to package and transport those goods that are needed to the disaster area.

We encourage people not to send unsolicited donations to the disaster area. Unsolicited donations may not reach the proper people or even would meet their current needs. If donors plan to travel to the disaster area, they may find that lodging and other services are unavailable and they may add to problems in the disaster area rather than helping.

Attention News Editors and Directors: *Please assist us in publicizing this information relating to donations for the [name of disaster]. We would like to encourage donations of goods and services that are needed, while discouraging donations that cannot be used and that may add to the problems that already exist. You can also help us by discouraging sightseers from driving into the disaster area*

TEXAS COMMISSION ON JAIL STANDARDS

3.4

EXECUTIVE DIRECTOR
Brandon S. Wood



P.O. Box 12985
Austin, Texas 78711
Voice: (512) 463-5505
Fax: (512) 463-3185
Agency Website: <http://www.tcjs.state.tx.us>
E-mail Address: Brandon.wood@tcjs.state.tx.us

RECEIVED

MAY 15 2017

COUNTY JUDGE

May 9, 2017

Sheriff Charles Edge
Ellis County Sheriff's Office
300 S. Jackson
Waxahachie, TX 75165

Dear Sheriff Edge,

The Texas Commission on Jail Standards wishes to acknowledge the excellent work of the Ellis County Sheriff's Office with a Certificate of Compliance for the Ellis County Jail. The most recent inspection of your facility on May 8, 2017 by Texas Commission on Jail Standards Inspectors Jackie Benningfield and Phillip Bosquez has demonstrated that your facility is in compliance with Texas Minimum Jail Standards.

The Certificate of Compliance demonstrates your outstanding leadership and the diligent work of your staff in complying with minimum jail standards. In addition, this achievement is a direct result of your office's commitment to excellence and is an example of dedication and professionalism in maintaining a safe, secure, and sanitary facility.

Providing the essential budgetary support for jail operations is also imperative to achieving compliance, so let me also congratulate the Ellis County Commissioners' Court for their vital support of jail operations.

The citizens of Ellis County should be proud of your combined efforts, as is the Texas Commission on Jail Standards.

Respectfully,


Brandon S. Wood
Executive Director

BW/sh

cc: Judge Carol Bush, Ellis County

Judge Bill Stoudt, Longview, Chair
Jerry W. Lowry, New Caney, Vice Chair
Irene A. Armendariz, Austin

Sheriff Dennis D. Wilson, Groesbeck
Sheriff Kelly Rowe, Lubbock

Larry S. May, Sweetwater
Allan D. Cain, Carthage
Dr. Esmail Porsa, M.D., Parker

"The Commission on Jail Standards welcomes all suggestions and will promptly respond to all complaints directed against the agency or any facilities under its purview".

To empower local government to provide safe, secure and suitable local jail facilities through proper rules and procedures while promoting innovative programs and ideas



3.5

ELLIS COUNTY SHERIFF'S OFFICE
Charles E. Edge, Sheriff

16 May 2017

Honorable Judge and Commissioners,

In my short time as Sheriff, I have seen several staffing issues that can be addressed internally, and at budget time. There is one however that needs to be addressed now.

I am requesting the addition of a Deputy Lieutenant to the Sheriff's Office authorized staffing levels. Due to vacancies in the Sheriff's Office currently, the costs associated with this addition should be covered in our current budget. Should that not be the case, I am asking for the funding of that position.

During my initial few weeks, I have asked numerous questions regarding *who does this, or who is responsible for that*. The answer is almost always the same, Capt. Laubach. I have since found that to be true. His duties are wide ranging and some are time consuming, and quite frankly, he needs some help. The requested position will be assigned as an Administrative Lieutenant, and will assume some of Capt. Laubach's duties, and will pick up additional duties as well.

I have been in contact with the Texas Police Chief's Foundation regarding their Recognition Program to see whether or not they will allow a Sheriff's Office to enter the program; they will. There is currently one Sheriff's Office that has gained Recognition, and three or four currently going through the process. The process is involved, and requires a significant amount of time. The appropriate person/position to be the Program Director for this endeavor would be the Administrative Captain. So, one person in the Sheriff's Office with an overloaded plate is going to have his plate added to.

I have included a list Capt. Laubach provided me listing his current duties. I have also included a document concerning the funding for this current Fiscal Year.

Thank you for your consideration in this request.

Chuck Edge, Sheriff
Ellis County

My Duties



Explorer Lead Advisor

Grants Administrator

Dispatch Supervisor

State Forf. Supervisor inc. processing of funds with auditor and treasurer's office.

Federal Forfeiture Supervisor

Inventory clerk

Internal Affairs

Background Investigations and testing supervisor for both SO and Jail

Reserve Deputy Sheriff Supervisor

Payroll Administrator for SO side only

Off Duty Administrator inc. billing when needed. 43 jobs to fill this week.

Ballistic vest purchasing and disposal

Citizen Complaints

Maintenance/Garage supervisor

Vehicle purchase, surplus, equipment ordering and inventory

Clerk on awarded vehicles, trailers and equipment

Sale of Forfeited vehicles

Posse Supervisor

Interagency communication contracts

Dispatch liaison with over 30 agencies

Communication equipment liaison with County Judge and vendors

Radio programming of all Mobile and handheld units

Petty Cash administrator

Vehicle registrations of all vehicles including alias plates

Bardwell contract liaison with Corp of Engineers

Court of Record officer for all court related dispatch matters

Special Projects as assigned.

Oversee 1033 program

Previously CC Court liaison for former sheriff

Airwing Supervisor inc. low altitude waiver liaison with FFA until airplane is sold

Fiscal Considerations for Additional Deputy Lieutenant Position

Deputy Lt Salary \$ 65,189.00

If hired by 1 Jun

Remaing salary FY 16-17	\$ 21,730.00
County TCDRS contribution	\$ 3,042.00
Certification (Master)	\$ 300.00
Uniform Allowance	\$ 320.00
	<u>\$ 25,392.00</u>

- \$25,392 is the amount that is not budgeted in the current Fiscal Year.
- It does not include the County's portion for any Medical or related insurance.
- It does not include any payroll associated taxes.

3.6

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 70	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G-17-T-0061	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JASON S RINEHART		b. TELEPHONE NUMBER (No Collect Calls) 817 886-1080		6. SOLICITATION ISSUE DATE 10-Feb-2017	
9. ISSUED BY US ARMY ENGINEER DISTRICT, FORT WORTH ATTN: CESWF-CT 819 TAYLOR ST, ROOM 2A17 FORT WORTH TX 76102-0300 TEL: 817-886-1043 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 <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)		13b. RATING	
15. DELIVER TO BARDWELL PROJECT OFFICE JSAED FORT WORTH 4000 OBSERVATION DRIVE ENNIS TX 75119-9563 TEL: 972-875-5711 FAX:		CODE 967419		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE		14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" 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						28. TOTAL AWARD AMOUNT (For Govt Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1 52 212-4 FAR 52 212-3 52 212-5 ARE ATTACHED				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 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			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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 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			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Carol Bush		30c. DATE SIGNED MAR 14 2017		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W45XMA712B1271		PAGE 1 OF 48	
2. CONTRACT NO. W9126G-17-P-0137		3. AWARD/EFFECTIVE DATE 11-May-2017		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G-17-T-0061	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JASON S RINEHART				b. TELEPHONE NUMBER (No Collect Calls) 817 886-1080	
9. ISSUED BY US ARMY ENGINEER DISTRICT, FORT WORTH ATTN: CESWF-CT 819 TAYLOR ST, ROOM 2A17 FORT WORTH TX 76102-0300 TEL: 817-886-1043 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: <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 Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO BARDWELL PROJECT OFFICE USAED, FORT WORTH 4000 OBSERVATION DRIVE ENNIS TX 75119-9663		CODE 967419		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR ELLIS COUNTY OF CAPT. CHUCK LAUBACH 101 W MAIN ST STE 104 WAXAHACHIE TX 75165-0405 TELEPHONE NO. 972-825-4921		CODE 4AJAB		FACILITY CODE		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER MILLINGTON 5722 INTEGRITY DR BLD 787 MILLINGTON TN 38054-5005	
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	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$20,760.22	
<input type="checkbox"/> 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			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4. FAR 52 212-5 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 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. <small>Email Proposal</small> OFFER DATED <u>14-Mar-2017</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS. SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Carl S. Oelschig</i>			
30b. NAME AND TITLE OF SIGNER <small>(TYPE OR PRINT)</small>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <small>(TYPE OR PRINT)</small> CARL S OELSCHIG / Contract Specialist TEL: 817-886-1060 EMAIL: carl.s.oelschig@usace.army.mil		31c. DATE SIGNED 11-May-2017	

**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
--	-----------	---

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 (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job	\$20,760.22	\$20,760.22
				Funded Amt:	\$20,760.22

FY17 ILE Ellis County

Period of Performance: 19 May 2017 to 04 September 2017. In accordance with attached performance work schedule.

NAICS CD: 922120
, FSC CD: R499

PWS

PERFORMANCE WORK STATEMENT (PWS)

Increased Law Enforcement Services, Ellis County Bardwell Lake 2017

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 19 May through 4 September, 2017, for a total of 288 patrol hours, further specified in Appendices A, B, and C to this PWS. Effective start date is 19 May 2017, **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.

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 of Law Enforcement Officer Standards and Education. 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, QA/POC, 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: 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 identification normally worn by the law enforcement agency. All patrol vehicles shall have standard insignia and markings normally used by the law enforcement agency.

1.4.13 Invoicing: Invoice for contract services performed; includes billing start/end dates, hours worked, total charges. Weekly recap of Police activity. Invoices shall be submitted to the Corps QA/POC and Finance and Accounting on or before the 5th of every month for services rendered the previous month. Invoices can be sent via Mail or hand delivered (4000 Observation Dr. Ennis TX 75119), Fax (972-875-9711), Email (Ernestine.Milo@usace.army.mil).

1.4.14 Sustainability: The contract shall meet the EPA designated recovered materials products. A full list of EPA designated recovered materials products can be viewed at <http://www3.epa.gov/epawaste/consERVE/tools/cpg/products/>

1.4.15 Data Rights (Not Applicable)

1.4.16 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

1.9.3 Attachment 3/Appendix A – Patrol Schedule

1.9.4 Attachment 4/Appendix B – Hours by Month

1.9.5 Attachment 5/Appendix C – Schedule of Days Worked by Month

1.9.6 Attachment 6/Appendix D – Daily Law Enforcement Log

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
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. (Paragraph 1.2)	The contractor provided visible presence and actions in the designated areas at the specified days and times.	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.	Contractor's Daily Enforcement Action Summaries turned in by Contractor will be examined by QA POC to ensure accuracy prior to authorizing payment.

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
<p>Invoice for contract services performed; includes billing start/end dates, hours worked, total charges.</p> <p>(Paragraph 1.4.13)</p>	<p>Submitted to Corps by the 5th of every month, listing contract services performed during the previous calendar month.</p>	<p>Two copies of invoice, submitted to Corps QA POC, one submitted to USACE Finance Center</p>	<p>Hard Copy, Email, or FAX</p>	<p>1. US Army Corps of Engineer Bardwell Lake 4000 Observation Dr. Ennis, TX 75119 ATTN: Deborah Trojacek /Ernestine Milo</p> <p>2. USACE Finance Center ATTN: CEFC-AO-P 5722 Integrity Drive Millington, TN 38054-5005 FAX:901-874-8533</p>
<p>Daily Enforcement Action Summaries (Paragraph 1.4.2)</p>	<p>To Corps with monthly invoice</p>		<p>Same as above</p>	<p>USACE Bardwell Lake ATTN: Deborah Trojacek /Ernestine Milo</p>

PERFORMANCE WORK STATEMENT

APPENDIX A

PATROL SCHEDULE
2017

MAY 2017

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
1	2	3	4	5	6	7
8	9	10	11	12	13	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 8hrs	27 3:00PM - 11:00PM 8 hrs	28 3:00PM - 11:00PM 8 hrs
29 10:00AM - 6:00PM 8 hrs	30	31				
		NOTES: Total - 48 hrs				

JUNE 2017

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	
			1	2 3:00PM - 11:00PM 8 hrs	3 3:00PM - 11:00PM 8 hrs	4	
5	6	7	8	9 3:00PM - 11:00PM 8 hrs	10 3:00PM - 11:00PM 8 hrs	11	
12	13	14	15	16 3:00PM - 11:00PM 8 hrs	17 3:00PM - 11:00PM 8 hrs	18	
19	20	21	22	23 3:00PM - 11:00PM 8 hrs	24 3:00PM - 11:00PM 8 hrs	25	
26	27	28	29	30 3:00PM - 11:00PM 8 hrs			
		NOTES: Total - 72 hrs					

JULY 2017

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 3:00PM - 11:00PM 8 hrs	8 3:00PM - 11:00PM 8 hrs	9
10	11	12	13	14 3:00PM - 11:00PM 8 hrs	15 3:00PM - 11:00PM 8 hrs	16
17	18	19	20	21 3:00PM - 11:00PM 8 hrs	22 3:00PM - 11:00PM 8 hrs	23
24	25	26	27	28 3:00PM - 11:00PM 8 hrs	29 3:00PM - 11:00PM 8 hrs	30
31		NOTES: Total - 96 Hrs				

AUGUST 2017

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	
	1	2	3	4 3:00PM - 11:00PM 8 hrs	5 3:00PM - 11:00PM 8 hrs	6	
7	8	9	10	11 3:00PM - 11:00PM 8 hrs	12 3:00PM - 11:00PM 8 hrs	13	
14	15	16	17	18 3:00PM - 11:00PM 8 hrs	19 3:00PM - 11:00PM 8 hrs	20	
21	22	23	24	25 3:00PM - 11:00PM 8 hrs	26 3:00PM - 11:00PM 8 hrs	27	
28	29	30	31				
		NOTES: Total 64 Hrs					

SEPTEMBER 2017

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	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30		
Total Summer 312 hrs		NOTES: Total 32 hrs					

PERFORMANCE WORK STATEMENT

**APPENDIX B
2017**

HOURS BY MONTH

May: 8hrs x 6 Days = 48 (Includes Memorial Day)
June: 8hrs x 9 Days = 72
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 = 312

PERFORMANCE WORK STATEMENT

**APPENDIX C
2017**

SCHEDULE OF DAYS WORKED BY MONTH

37 Days Total

May: 19-20, 26-29 (Includes Memorial Day) = **6 days**

June: 2-3, 9-10, 16-17, 23-24, 30 = **9 days**

July: 1-4, 7-8, 14-15, 21-22, 28-29 (Includes Independence Day) = **12 days**

August: 4-5, 11-12, 18-19, 25-26 = **8 days**

September: 1-4 (Includes Labor Day) = **4 day**

**Bid Schedule
Bardwell Lake Law Enforcement Contract**

Period of Performance (19 May 2017 thru 4 September 2017)

Description	Hours	U/M	Hr./Rate	Total
Total Labor Cost Per man Hour	312	ea	<hr/>	
Labor Cost Per Vehicle Hour	312	ea	<hr/>	
		Total Contract		<hr/>

QASP

QUALITY ASSURANCE SURVEILLANCE PLAN

Contract for Increased Law Enforcement Services, Bardwell Lake 2017 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 Scope of Work. If the contractor fails to provide the services as specified, the Government reserves the right to terminate the contract.

WD 15-2510 (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.: 2015-2510
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 Mechanic	19.50
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.44
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: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.27 per hour computed on the basis of all hours worked by service employees employed on the contract.

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.

KO STATEMENT

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.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 19-MAY-2017 TO 04-SEP-2017	N/A	BARDWELL PROJECT OFFICE USAED, FORT WORTH 4000 OBSERVATION DRIVE ENNIS TX 75119-9563 972-875-5711 FOB: Destination	967419

ACCOUNTING AND APPROPRIATION DATA

AA: 096 NA X 2017 3123 000 0000 CCS: 2102D5C1KM2 2017 082455 00093096412 2510 2KHHK9
AMOUNT: \$20,760.22
CIN W45XMA712812710001: \$20,760.22

CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications	JAN 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	OCT 2016
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-4	Recovered Material Certification	MAY 2008
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.251-1	Government Supply Sources	APR 2012
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

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)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (NOV 2016)

(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 (Oct 2015) (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 (Sep 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (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 (Feb 2016) (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) ~~X~~ (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 (Oct 2015).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xviii) 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).

(xix) 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.

(xx) 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)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(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

27131 Police Officer 1 GS-6 \$31,504

(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/>

(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)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

(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.

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 unclassified 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 controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

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.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

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 covered defense information is recorded, stored, or printed within a covered contractor 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.

Rapidly report 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--Noncommercial 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 on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

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

(ii) 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.

(2) 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) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to 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" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibesia@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.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(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 and identified in the contract, 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://iasc.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to 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 covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

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

(End of clause)

3.8

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County Texas

Department to Provide Service: Road and Bridge Pct. 1

Basis of Authority to Provide Service:

Interlocal Agreement dated December 20, 2016

Per Commissioner's Court Minute Order No. 505.16 (d)

Local Government Requesting Services: City of Pecan Hill

Description of Project to be undertaken:

REPAIR POT HOLES + Stop ahead sign.

Location of Project to be undertaken: Burkett, Carol Lane, High Meadows and
Glenbrook

The stop ahead sign, hanging upside down at the inter-
section of Bells Chapel + Rockett Lane. Needs repair.

Requested by: Randy Stinson, County Commissioner, Pct. 1

Department: Road and Bridge Pct. 1

APPROVED in Open Commissioner's Court per Minute Order No. _____

On the _____ day of _____.

County Judge
Ellis County, Texas

ACCEPTED AND AGREED TO this 10th day of May 2017.

Signature: Shelly Martin

Title: City Administrator

On Behalf of: City of Pecan Hill