

AA

**A PROCLAMATION  
of the Ellis County Commissioners' Court**

**WHEREAS**, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

**WHEREAS**, revitalization through historic preservation is one of the best methods of sustainable economic development in this country; and

**WHEREAS**, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

**WHEREAS**, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

**WHEREAS**, preservation has contributed to the beauty and economic vitality of Ellis County; and

**WHEREAS**, "This Place Matters" is the theme for National Preservation Month 2019, sponsored by the National Trust for Historic Preservation;

**NOW THEREFORE BE IT PROCLAIMED**, that the Ellis County Commissioners' Court wishes to proclaim May 2019 as

***"NATIONAL PRESERVATION MONTH"***

and call upon the citizens of Ellis County and Texas to join their fellow citizens across the United States in recognizing and participating in this special observance.

In witness thereof, signed the 21<sup>st</sup> day of May, 2019.

\_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Randy Stinson, Commissioner Precinct 1

\_\_\_\_\_  
Lane Grayson, Commissioner Precinct 2

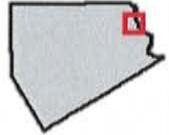
\_\_\_\_\_  
Paul Perry, Commissioner Precinct 3

\_\_\_\_\_  
Kyle Butler, Commissioner Precinct 4

Attest: \_\_\_\_\_

Krystal Valdez, County Clerk

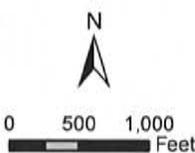
# ROAD NAME CHANGE



The Commissioners Court of Ellis County has been petitioned to rename a portion of Pump House Road for 911 Addressing purposes. The segment of road to be renamed begins at Slate Rock Road and continues in a south westernly direction to Old Jones Road as shown below. A public hearing for comments on the proposed abandonment is scheduled for 2:00 P.m. on Tuesday, May 21st, 2019 in the Ellis County Commissioners Courtroom, 101 W. Main St., Waxahachie, Texas. Ellis County Commissioners Court will take action on the proposed renaming after the public hearing.



-  Pump House Road
-  South Pump House Road
-  S Pump House Rd  
Approx. Begin & End Points



**Disclaimer:** This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Ellis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.

**Coordinate System:** NAD 1983 StatePlane Texas North Central FIPS 4202 Feet, Projection: Lambert Conformal Conic, Datum: North American 1983, Units: Foot US



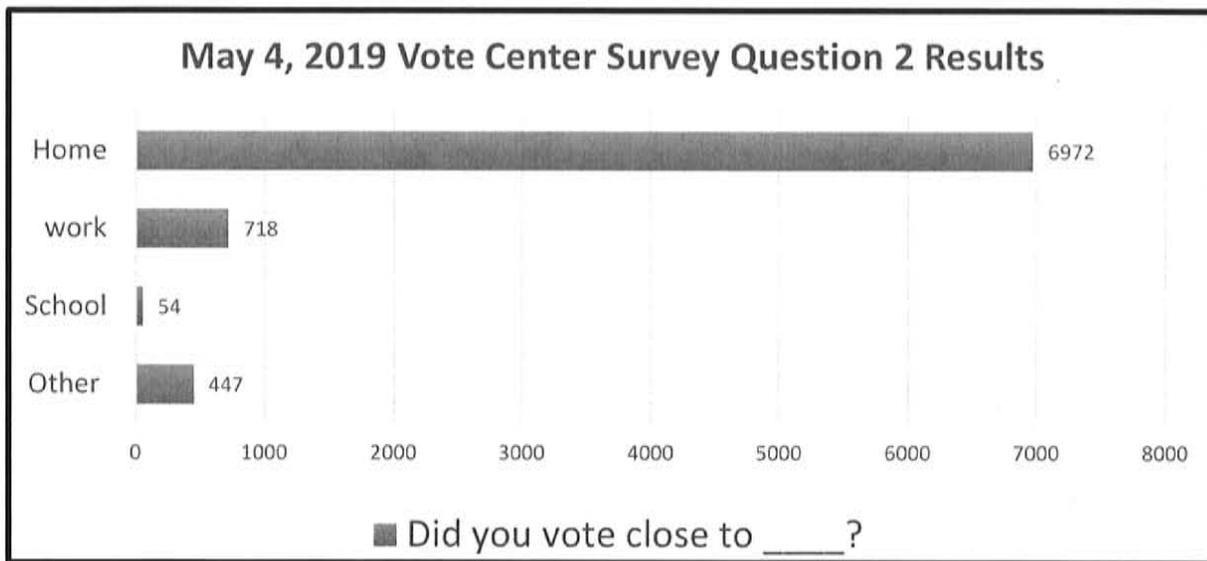
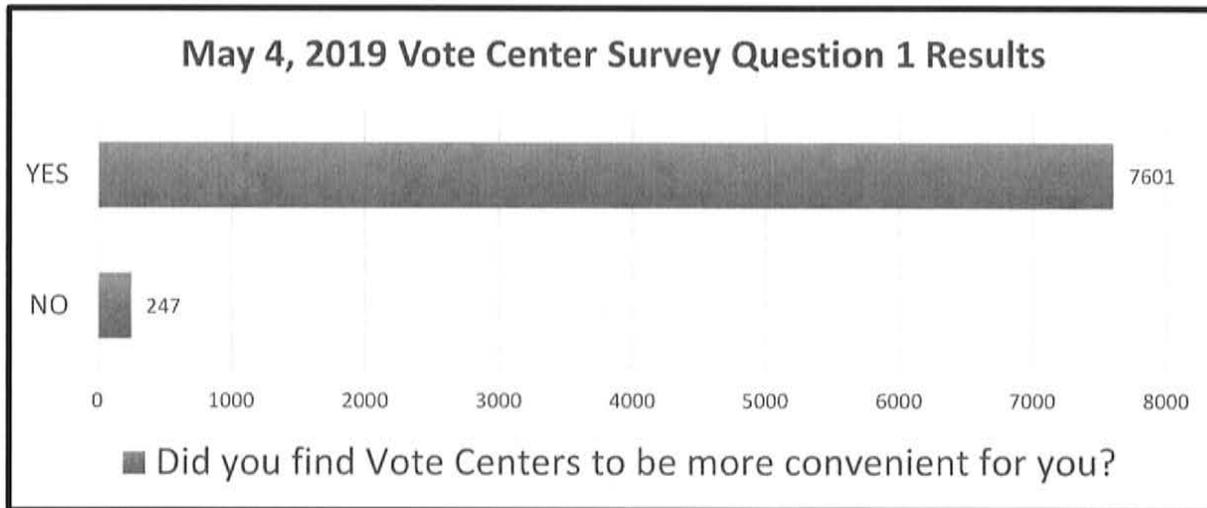


# ELLIS COUNTY ELECTIONS

Jana Onyon, CERA  
Elections Administrator

TO: Commissioners Court on May 21, 2019  
FROM: Jana Onyon, Elections Administrator  
SUBJECT: Countywide Polling Location Program (Vote Centers)

Request for Commissioners Court to submit a resolution to the State of Texas for "Successful" status to the Countywide Polling Place Program for future elections held in Ellis County. During the May 4, 2019 Joint Election, a two question survey was made available for each voter. Below are the results. Also attached is a listing by City and ISD Political Subdivisions turnout patterns at each of the Early Voting and Election Day Vote Centers. This report identifies the voter convenience of having Vote Centers.



	Question 1		Question 2			
	NO	YES	Home	Work	School	Other
<b>Early Voting</b>						
Elections Office	31	1217	866	198	9	175
Ellis County Sub-Courthouse	29	402	380	33	0	27
Ferris Public Library	0	145	133	17	0	0
First Baptist Church Maypearl	2	184	175	11	3	0
Midlothian Conference Ctr	36	887	863	52	7	42
Mt Gilead Missionary Baptist Church	4	195	190	11	2	1
Palmer ISD Annex Building	13	362	247	134	6	4
Red Oak Municipal Center	31	1011	983	55	0	32
Waxahachie ISD Admin Building	2	471	272	144	21	35
<b>Election Day</b>						
EASTRIDGE BAPTIST CHURCH	1	100	97	0	0	3
ELLIS COUNTY SUB-COURTHOUSE	4	93	92	7	0	2
ENNIS PUBLIC LIBRARY	0	34	30	0	0	4
FAITH ASSEMBLY OF GOD CHURCH	0	19	19	0	0	0
FARLEY STREET BAPTIST CHURCH	2	188	160	9	0	19
FERRIS PUBLIC LIBRARY	5	156	148	3	1	3
FIRST BAPTIST CHURCH-MAYPEARL	10	0	220	2	0	2
GRACE CHURCH OF OVILLA	1	196	191	0	0	2
MARVIN ELEM SCHOOL	10	153	130	8	1	14
MIDLOTHIAN CHURCH OF CHRIST	7	87	83	0	0	4
MIDLOTHIAN CONFERENCE CENTER	13	543	525	6	2	10
MILFORD COMMUNITY CENTER	1	80	78	0	0	4
MOUNTAIN PEAK COMMUNITY CHURCH	0	131	127	0	0	4
MT GILEAD MISSIONARY BAPTIST CHURCH	3	114	108	2	0	2
PALMER ISD ANNEX BUILDING	5	0	79	0	0	2
PARK MEADOWS BAPTIST CHURCH	3	184	175	0	1	8
RED OAK MUNICIPAL CENTER	15	346	337	4	0	5
SALVATION ARMY OF ELLIS COUNTY	0	92	82	2	0	8
WAXAHACHIE PARKS AND REC CENTER	19	211	182	20	1	35
	247	7601	6972	718	54	447

City	Turnout
<b>EASTRIDGE BAPTIST CHURCH</b>	
COUNTY	187
WAXAHACHIE COUNTY	3
<b>Total Turnout:</b>	<b>190</b>
<b>ELLIS COUNTY SUB-COURTHOUSE</b>	
COUNTY	197
ITALY COUNTY	1
<b>Total Turnout:</b>	<b>198</b>
<b>ENNIS PUBLIC LIBRARY</b>	
COUNTY	44
<b>Total Turnout:</b>	<b>44</b>
<b>EV ELLIS CO ELECTIONS OFFICE</b>	
COUNTY	1311
FERRIS COUNTY	1
ITALY COUNTY	6
MAYPEARL COUNTY	8
MIDLOTHIAN COUNTY	11
MILFORD COUNTY	1
OVILLA COUNTY	3
WAXAHACHIE COUNTY	1056
<b>Total Turnout:</b>	<b>2397</b>
<b>EV ELLIS CO SUB-COURTHOUSE-ENNIS</b>	
COUNTY	603
FERRIS COUNTY	2
ITALY COUNTY	3
MIDLOTHIAN COUNTY	1
WAXAHACHIE COUNTY	2
<b>Total Turnout:</b>	<b>611</b>
<b>EV FERRIS PUBLIC LIBRARY</b>	
COUNTY	74
FERRIS COUNTY	147
<b>Total Turnout:</b>	<b>221</b>
<b>EV MAYPEARL FIRST BAPTIST CHURCH</b>	
COUNTY	141
FERRIS COUNTY	1
MAYPEARL COUNTY	58
WAXAHACHIE COUNTY	4
<b>Total Turnout:</b>	<b>204</b>

City	Turnout
<b>EV MIDLOTHIAN CONF CENTER</b>	
COUNTY	1190
CEDAR HILL COUNTY	16
ITALY COUNTY	1
MAYPEARL COUNTY	1
MIDLOTHIAN COUNTY	1745
OVILLA COUNTY	22
VENUS COUNTY	6
WAXAHACHIE COUNTY	15
<b>Total Turnout:</b>	<b>2996</b>
<b>EV MT GILEAD CHURCH</b>	
COUNTY	87
ITALY COUNTY	169
MILFORD COUNTY	5
WAXAHACHIE COUNTY	5
<b>Total Turnout:</b>	<b>266</b>
<b>EV PALMER ISD ANNEX BUILDING</b>	
COUNTY	374
FERRIS COUNTY	3
MIDLOTHIAN COUNTY	2
WAXAHACHIE COUNTY	28
<b>Total Turnout:</b>	<b>407</b>
<b>EV RED OAK MUNICIPAL CENTER</b>	
COUNTY	1264
FERRIS COUNTY	4
MIDLOTHIAN COUNTY	4
OVILLA COUNTY	87
WAXAHACHIE COUNTY	15
<b>Total Turnout:</b>	<b>1374</b>
<b>EV WAXAHACHIE ISD ADMIN BUILDING</b>	
COUNTY	218
MIDLOTHIAN COUNTY	2
WAXAHACHIE COUNTY	304
<b>Total Turnout:</b>	<b>524</b>
<b>FAITH A/G CHURCH</b>	
COUNTY	25
<b>Total Turnout:</b>	<b>25</b>
<b>FARLEY STREET BAPTIST CHURCH</b>	
COUNTY	82
MIDLOTHIAN COUNTY	3
OVILLA COUNTY	2
WAXAHACHIE COUNTY	195
<b>Total Turnout:</b>	<b>282</b>

Unofficial Report of Turnout by City Political Subdivision

Early Voting In Person and Election Day Vote Centers

City	Turnout
<b>FERRIS PUBLIC LIBRARY</b>	
FERRIS COUNTY	97
FERRIS COUNTY	182
WAXAHACHIE COUNTY	2
<b>Total Turnout:</b>	<b>281</b>
<b>FIRST BAPTIST CHURCH-MAYPEARL</b>	
MAYPEARL COUNTY	220
MAYPEARL COUNTY	47
WAXAHACHIE COUNTY	1
<b>Total Turnout:</b>	<b>268</b>
<b>GRACE CHURCH OF OVILLA</b>	
MIDLOTHIAN COUNTY	258
MIDLOTHIAN COUNTY	3
OVILLA COUNTY	84
WAXAHACHIE COUNTY	3
<b>Total Turnout:</b>	<b>348</b>
<b>MARVIN ELEM SCHOOL</b>	
FERRIS COUNTY	162
FERRIS COUNTY	2
ITALY COUNTY	1
MIDLOTHIAN COUNTY	1
WAXAHACHIE COUNTY	407
<b>Total Turnout:</b>	<b>573</b>
<b>MIDLOTHIAN CHURCH OF CHRIST</b>	
CEDAR HILL COUNTY	63
CEDAR HILL COUNTY	13
MIDLOTHIAN COUNTY	39
VENUS COUNTY	1
<b>Total Turnout:</b>	<b>116</b>
<b>MIDLOTHIAN CONFERENCE CENTER</b>	
CEDAR HILL COUNTY	361
CEDAR HILL COUNTY	10
MAYPEARL COUNTY	1
MIDLOTHIAN COUNTY	718
OVILLA COUNTY	3
VENUS COUNTY	4
WAXAHACHIE COUNTY	3
<b>Total Turnout:</b>	<b>1100</b>
<b>MILFORD COMMUNITY CENTER</b>	
MILFORD COUNTY	16
MILFORD COUNTY	125
<b>Total Turnout:</b>	<b>141</b>

City	Turnout
<b>MOUNTAIN PEAK COMMUNITY CHURCH</b>	
MIDLOTHIAN COUNTY	71
MIDLOTHIAN COUNTY	84
<b>Total Turnout:</b>	<b>155</b>
<b>MT GILEAD MISSIONARY BAPTIST CHURCH</b>	
ITALY COUNTY	95
ITALY COUNTY	124
WAXAHACHIE COUNTY	1
<b>Total Turnout:</b>	<b>220</b>
<b>PALMER ISD ADMIN BUILDING</b>	
OVILLA COUNTY	103
<b>Total Turnout:</b>	<b>103</b>
<b>PARK MEADOWS BAPTIST CHURCH</b>	
WAXAHACHIE COUNTY	178
WAXAHACHIE COUNTY	57
<b>Total Turnout:</b>	<b>235</b>
<b>RED OAK MUNICIPAL CENTER</b>	
FERRIS COUNTY	399
FERRIS COUNTY	1
OVILLA COUNTY	17
WAXAHACHIE COUNTY	2
<b>Total Turnout:</b>	<b>419</b>
<b>SALVATION ARMY OF ELLIS COUNTY</b>	
MIDLOTHIAN COUNTY	22
MIDLOTHIAN COUNTY	1
OVILLA COUNTY	1
WAXAHACHIE COUNTY	82
<b>Total Turnout:</b>	<b>106</b>
<b>WAX PARKS &amp; RECREATION BUILDING</b>	
WAXAHACHIE COUNTY	160
WAXAHACHIE COUNTY	135
<b>Total Turnout:</b>	<b>295</b>

Unofficial Report of Turnout by ISD Political Subdivision

Early Voting In Person and Election Day Vote Centers

ISD	Turnout
<b>EASTRIDGE BAPTIST CHURCH</b>	
COUNTY	4
FERRIS ISD	11
MIDLOTHIAN ISD	4
RED OAK ISD	164
WAXAHACHIE ISD	7
<b>Total Turnout:</b>	<b>190</b>

<b>ELLIS COUNTY SUB-COURTHOUSE</b>	
COUNTY	193
FERRIS ISD	2
ITALY ISD	1
MIDLOTHIAN ISD	1
WAXAHACHIE ISD	1
<b>Total Turnout:</b>	<b>198</b>

<b>ENNIS PUBLIC LIBRARY</b>	
COUNTY	38
FERRIS ISD	1
WAXAHACHIE ISD	5
<b>Total Turnout:</b>	<b>44</b>

<b>EV ELLIS CO ELECTIONS OFFICE</b>	
COUNTY	214
FERRIS ISD	41
ITALY ISD	17
MIDLOTHIAN ISD	94
RED OAK ISD	32
WAXAHACHIE ISD	1999
<b>Total Turnout:</b>	<b>2397</b>

<b>EV ELLIS CO SUB-COURTHOUSE-ENNIS</b>	
COUNTY	576
FERRIS ISD	20
ITALY ISD	3
MIDLOTHIAN ISD	2
RED OAK ISD	4
WAXAHACHIE ISD	6
<b>Total Turnout:</b>	<b>611</b>

<b>EV FERRIS PUBLIC LIBRARY</b>	
COUNTY	1
FERRIS ISD	218
RED OAK ISD	2
<b>Total Turnout:</b>	<b>221</b>

ISD	Turnout
<b>EV MAYPEARL FIRST BAPTIST CHURCH</b>	
COUNTY	180
FERRIS ISD	1
MIDLOTHIAN ISD	1
RED OAK ISD	3
WAXAHACHIE ISD	19
<b>Total Turnout:</b>	<b>204</b>

<b>EV MIDLOTHIAN CONF CENTER</b>	
COUNTY	55
FERRIS ISD	1
ITALY ISD	1
MIDLOTHIAN ISD	2850
RED OAK ISD	16
WAXAHACHIE ISD	73
<b>Total Turnout:</b>	<b>2996</b>

<b>EV MT GILEAD CHURCH</b>	
COUNTY	12
ITALY ISD	243
WAXAHACHIE ISD	11
<b>Total Turnout:</b>	<b>266</b>

<b>EV PALMER ISD ANNEX BUILDING</b>	
COUNTY	304
FERRIS ISD	41
ITALY ISD	2
MIDLOTHIAN ISD	5
RED OAK ISD	13
WAXAHACHIE ISD	42
<b>Total Turnout:</b>	<b>407</b>

<b>EV RED OAK MUNICIPAL CENTER</b>	
COUNTY	8
FERRIS ISD	59
MIDLOTHIAN ISD	131
RED OAK ISD	1011
WAXAHACHIE ISD	165
<b>Total Turnout:</b>	<b>1374</b>

<b>EV WAXAHACHIE ISD ADMIN BUILDING</b>	
COUNTY	13
FERRIS ISD	2
ITALY ISD	1
MIDLOTHIAN ISD	8
RED OAK ISD	10
WAXAHACHIE ISD	490
<b>Total Turnout:</b>	<b>524</b>

<b>FAITH A/G CHURCH</b>	
COUNTY	25
<b>Total Turnout:</b>	<b>25</b>

Unofficial Report of Turnout by ISD Political Subdivision

Early Voting In Person and Election Day Vote Centers

ISD	Turnout
<b>FARLEY STREET BAPTIST CHURCH</b>	
COUNTY	8
FERRIS ISD	3
MIDLOTHIAN ISD	13
RED OAK ISD	9
WAXAHACHIE ISD	249
<b>Total Turnout:</b>	<b>282</b>
<b>FERRIS PUBLIC LIBRARY</b>	
COUNTY	1
FERRIS ISD	278
WAXAHACHIE ISD	2
<b>Total Turnout:</b>	<b>281</b>
<b>FIRST BAPTIST CHURCH-MAYPEARL</b>	
COUNTY	206
MIDLOTHIAN ISD	3
RED OAK ISD	1
WAXAHACHIE ISD	58
<b>Total Turnout:</b>	<b>268</b>
<b>GRACE CHURCH OF OVILLA</b>	
MIDLOTHIAN ISD	233
RED OAK ISD	94
WAXAHACHIE ISD	21
<b>Total Turnout:</b>	<b>348</b>
<b>MARVIN ELEM SCHOOL</b>	
COUNTY	4
FERRIS ISD	7
ITALY ISD	1
MIDLOTHIAN ISD	6
RED OAK ISD	3
WAXAHACHIE ISD	552
<b>Total Turnout:</b>	<b>573</b>
<b>MIDLOTHIAN CHURCH OF CHRIST</b>	
COUNTY	1
MIDLOTHIAN ISD	113
WAXAHACHIE ISD	2
<b>Total Turnout:</b>	<b>116</b>
<b>MIDLOTHIAN CONFERENCE CENTER</b>	
COUNTY	16
ITALY ISD	1
MIDLOTHIAN ISD	1064
RED OAK ISD	4
WAXAHACHIE ISD	15
<b>Total Turnout:</b>	<b>1100</b>
<b>MILFORD COMMUNITY CENTER</b>	
COUNTY	141
<b>Total Turnout:</b>	<b>141</b>

ISD	Turnout
<b>MOUNTAIN PEAK COMMUNITY CHURCH</b>	
COUNTY	19
MIDLOTHIAN ISD	131
WAXAHACHIE ISD	5
<b>Total Turnout:</b>	<b>155</b>
<b>MT GILEAD MISSIONARY BAPTIST CHURCH</b>	
COUNTY	7
ITALY ISD	205
WAXAHACHIE ISD	8
<b>Total Turnout:</b>	<b>220</b>
<b>PALMER ISD ADMIN BUILDING</b>	
COUNTY	92
FERRIS ISD	11
<b>Total Turnout:</b>	<b>103</b>
<b>PARK MEADOWS BAPTIST CHURCH</b>	
COUNTY	5
FERRIS ISD	3
MIDLOTHIAN ISD	3
RED OAK ISD	1
WAXAHACHIE ISD	223
<b>Total Turnout:</b>	<b>235</b>
<b>RED OAK MUNICIPAL CENTER</b>	
COUNTY	2
FERRIS ISD	11
MIDLOTHIAN ISD	13
RED OAK ISD	357
WAXAHACHIE ISD	36
<b>Total Turnout:</b>	<b>419</b>
<b>SALVATION ARMY OF ELLIS COUNTY</b>	
COUNTY	3
MIDLOTHIAN ISD	4
RED OAK ISD	4
WAXAHACHIE ISD	95
<b>Total Turnout:</b>	<b>106</b>
<b>WAX PARKS &amp; RECREATION BUILDING</b>	
COUNTY	26
FERRIS ISD	1
MIDLOTHIAN ISD	23
RED OAK ISD	6
WAXAHACHIE ISD	239
<b>Total Turnout:</b>	<b>295</b>

**A RESOLUTION REQUESTING A SUCCESSFUL STATUS IN THE  
STATE OF TEXAS COUNTYWIDE POLLING PLACE PROGRAM**

STATE OF TEXAS     §

COUNTY OF ELLIS   §

WHEREAS, Pursuant to Election Code § 43.007 et. seq., Texas counties may submit a request for “Successful” status to the Texas Secretary of State to continue participating in the program to use countywide polling places for elections as an alternative to having a polling place located in each county election precinct;

WHEREAS, as the Ellis County Commissioners Court held a public hearing on May 21, 2019 regarding the County’s participation in the program during the May 4, 2019 Election and will submit an electronic recording of the hearing to the Secretary of State; and

WHEREAS, the Ellis County Commissioners Court finds it to be in the best interest of the citizens of Ellis County to apply for the “Successful” status in the countywide polling place program of the Secretary of State;

NOW THEREFORE BE IT RESOLVED AND ORDERED:

THAT the Ellis County Commissioners Court supports the request for “Successful” status in the Secretary of State’s Countywide Polling Place program as provided in Election Code § 43.007.

PASSED AND APPROVED THIS 21st DAY OF MAY 2019.

\_\_\_\_\_  
Todd Little  
Ellis County Judge

\_\_\_\_\_  
Randy Stinson  
Commissioner, Precinct No. 1

\_\_\_\_\_  
Lane Grayson  
Commissioner, Precinct No. 2

\_\_\_\_\_  
Paul Perry  
Commissioner, Precinct No. 3

\_\_\_\_\_  
Kyle Butler  
Commissioner, Precinct No. 4

Recommended by:

\_\_\_\_\_  
Jana Onyon, Elections Administrator

Attest:

\_\_\_\_\_  
Krystal Valdez, Ellis County Clerk



EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

April 2019

**Selected major activities since last report**

**Miles traveled: 1118**

- 4/5-Agent attended Ag Product ID Contest
  - 2 teams, 3<sup>rd</sup> place Intermediate Individual
- 4/9-Agent presented program over chemical reactions and surface area at Pettigrew Academy
  - 18 students, 3 adults
- 4/11-Agent hosted a booth at the Avalon ISD Science Fair. Agent built and shot rockets with students during the fair.
  - 78 students and parents came through the booth
- 4/16-17-Agent attended Path to the Plate training in Weslaco. Agent currently serves as a Path to the Plate Champion
- 4/18-Agent coordinated and ran County Roundup
  - 4 educational presentations, 1 public speaker, 2 share the fun presentations. All will advance to the district contest.
- 4/23-Agent presented a program over colors and how to create colors at Pettigrew Academy
  - 18 students, 2 adults
- 4/23-Agent attended Commissioner’s Court and presented check to the Commissioners for volunteer hours
- 4/23-Agent attended and hosted a booth at the Midlothian Read Fair & Science Workshops
  - 100 students and parents came to the booth
- 4/25-Agent conducted an online Recordbook Workshop
- 4/25-Agent attended United Way meeting
- 4/26-27-Agent attended District 8 4-H Livestock Judging contest
  - 12 students, 2 adults
- 4/29-Agents met with County Judge to discuss AgriLife Extension, programming efforts, and future office plans
- 4/30-Agent attended TAE4-HA Spring Board meetings in Brownwood. Agent currently serves as Past President for the state association.

**Educational Contacts**

**Educational Programming:**

Programs .....4  
 Participants.....219

**Educational Contacts:**

Site Visits 4-H.....2  
 Telephone.....1562  
 Office Visits.....82  
 E-Mail.....1556  
 Newsletter/Letters.....480  
 Faxes.....5

**Media Outreach:**

News Releases.....1  
 Website hits.....359  
 Social Media Contacts..... 40 posts on FB, 1795 follows (22,962 post reach), 21 on Instagram (340 follows)

**Major plans for next month**

- |                             |  |                         |
|-----------------------------|--|-------------------------|
| ✓ TAE4-HA District Meeting  | ✓ Mike Edwards Memorial Archery Tournament | Future Forum            |
| ✓ District 8 Spring Meeting | ✓ Ag Awareness Day                         | ✓ LAB Meeting           |
| ✓ ECYE Banquet              | ✓ Texas Community                          | ✓ Club Managers meeting |

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

NAME: Mark Arnold

TITLE: County Extension Agent –  
Ag/Natural Resources

COUNTY: Ellis

MONTH: March 2019

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
4/1	Waxahachie- Avalon Area-Corn Variety Plot Establishment	48		
4/2	Waxahachie Area-Homeowner Consultation	6		
4/4	Waxahachie Area-New Landowner Program Set-up	12		
4/9	Waxahachie Area – Master Gardener Meeting and 4-H Beef Project Selection	129		
4/10	Waxahachie Area-4-H Livestock Judging Practice	6		
4/11	Waxahachie Area-4-H Livestock Judging Practice and New Landowner Program	13		
4/14	Waxahachie-Mansfield Return-4-H Livestock Judging Practice	92		
4/15	Waxahachie Area-4-H Livestock Judging Practice and producer Auxin training	37		
4/16	Waxahachie Area-Spring Beef Program and ECYE Show Committee Meeting	62		
4/17	Waxahachie Area-4-H Livestock Judging Practice	12		
4/18	Waxahachie Area-4-H Livestock Judging Practice and New Landowner Program	3		
4/19	Waxahachie-West Return-4-H Beef Project Selection	129		
4/22	Waxahachie Area-Monthly TDA Training and 4-H Livestock Judging Practice	6		
4/23	Waxahachie-Avalon Area- Commissioner Court Interpretation Presentation and Grain Sorghum Forage Production Demonstration	38		
4/24	Waxahachie Area-Monthly TDA Training and 4-H Livestock Judging Practice	6		
4/25	Waxahachie Area-Crops Committee Meeting and KBEC Radio Program and New Landowner Program	49		
4/26	Waxahachie-College Station-District 8 Livestock Judging Contest	148		
4/27	College Station Area-Waxahachie-District 8 Livestock Judging Contest	172		

4/29	Waxahachie area-Maypearl-Meeting with Judge Little/Interpretation/Producer Consultation	38		
4/30	Waxahachie-Palmer area	32		
		1038		

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: 5/3/19 Signed: Mark Eld

## EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

### Miles traveled: 1038

#### Selected major activities since last report

April 2019

- 4/1 Agent and Result Demonstration Cooperators, Luke and Ricky Johnston of Waxahachie, along with **6** other ag industry reps and volunteers established a corn variety demonstration with **21** varieties to be utilized and evaluated during the Summer Crops Tour set for June 25, 2019.
- 4/4,11,18,25 Agent conducted and taught classes and subject matter for the "New Landowner Course" designed to assist new and generationally removed landowner in making sound, research-based decisions
- 4/9 Mater Gardener Meeting and Training. Regular monthly business meeting and continuing education session on "Tree Care". **50** in attendance.
- 4/10, 11, 14, 15, 17, 18, 22, 24, 25 Agent conducted 1 to 4-hour practice sessions for **16** Ellis County 4-H Livestock Judging Team members in preparation for the District 8 Judging Contests at College Station. Members learn to evaluate both market and breeding animals of beef, swine, sheep and goats as well as present oral justification for their decisions.
- 4/15 Agent conducted TDA required "Auxin Herbicide Training" for **1** area producer who could not attend previous two sessions.
- 4/16 Agent and Beef PAC members conducted Spring Beef Educational Program with **40 attendees**. Mineral supplementation, Parasite Control, Pasture Management and Weed Control were covered topics. **2 TDA CEU's offered**.
- Agent met with Ag Science Teachers, volunteers and show officials to evaluate 2019 show and initiate plans for the 2020 Ellis County Youth Expo to be held March 29-April 4, 2020.
- 4/23 Agent, FCH, 4-H coworkers and **4** program volunteers met and made special Presentation/Program Interpretation to Ellis County Commissioners Court.
- Agent cooperator, Lynn Spaniel of Ennis, and two other volunteers established a Grain Sorghum (milo) Variety Plot along with a Forage Sorghum Demonstration Plot. These plots will be evaluated and utilized for upcoming Summer Crops Tour scheduled for June 25, 2019.
- 4/24 Agent conducted monthly TDA Private Applicator Training Class required for people wishing to become a Licensed Private Applicator through Texas Department of Agriculture. Laws and Regs, Pesticide Safety, Pest Features and Application Procedures are a few of the topics covered. **3 attendees**.
- 4/25 Agent and **5** Crops PAC members met to discuss upcoming educational programs, demonstrations and educational needs and other related topics/issues affecting Ellis County Row Crop Producers.
- 4/26, 27 Agent and 4-H Agent attended the District 8 Livestock Judging Contest in College Station with **10** Ellis County 4-H members. Senior team of Cameron Luedtke, Midlothian; Brayden DeBorde, Bardwell; Kylie Wimbish, Midlothian placed 5<sup>th</sup> overall and the Junior Team of Jake Anthony, Ennis; Corbin Huckabee, Maddy Eskew and Grady Creamer all of Waxahachie placed 6<sup>th</sup> overall.

Phone calls, emails, office, site visits as needed and requested.

**Educational Programming**

Programs	22
Participants	358+

**Educational Contacts**

Site Visits 4-H	16
Site Visits Ag	6
Telephone	631
MG/MN Telephone	107
Office Visits	150
E-Mails	492
Newsletter/Letters	648
E-Gardening Newsletters	1605

**Media Outreach:**

Website hits	256
News Releases	4
Facebook posts	3
MG/MN new releases	4
MG/MN magazine	4
MG TV/Radio	4

**Major plans for next month**

5-4	-District 8 4-H Roundup/Method Demonstrations Contest – Riesel, Tx
5-6	-Ellis Winter Small Grains Field Day – Bardwell, Tx
	-Ellis Beef Supporters “Cooler Classic” Steer and Heifer Show Planning Meeting – Waxahachie
5-7	-District In-Service Training – Stephenville, Tx
5-9	-Ellis County Extension “Leadership Advisory Board Meeting” – Waxahachie
5-10	-District Ag Agents In-Service Training “Beef” – Ardmore, Ok
5-14	-Master Gardener Meeting and Training - Waxahachie
	-Ellis County AgriLife Extension “Texas Community Futures Forum” Workshop - Waxahachie
5-15	-Ellis County Youth Expo Show Committee Meeting - Waxahachie
5-21	-Youth Ag Awareness Day (Waxahachie ISD) - Waxahachie
	-4-H Beef Project Workshop - Waxahachie
5-22, 23	-District Ag Agent In-Service Training “Home Horticulture” - Bowie, Tx
5-28	-Monthly Texas Department of Agriculture Applicator Training Class - Waxahachie

**Mark Arnold**

**Name**

**County Extension Agent – Ag/Natural Resources**

**Title**

**Ellis**

**County**

**5/3/19**

**Date**



**EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT****Miles traveled: 841.8****Major activities since last report****April 2019**

- 4/2 Food and Nutrition Project Educational Presentation at Ennis 4-H Club meeting- Presented an introduction to Food and Nutrition project which included overview of contests and mock Food Challenge contest. **12 present**
- 4/4 Ferris ISD SHAC meeting- Educational Presentation on Extension and overview of the services Extension offers, **10 present**
- 4/4 Fresh Start to a Healthier You!- At Waxahachie Senior Center presented class on MyPlate. Class focused on smart shopping practices and spending less at grocery store. **8 present**
- 4/11 FCH Physical Activity Summit (Stephenville)-Training for Central Region FCH agents on Physical Activity/Exercise and agent expectations.
- 4/16 District 8 Fashion Show (Belton)- Served as volunteer and judge for Fashion Show and Duds to Dazzle Contests. **2 entries from Ellis county**
- 4/18 Fresh Start to a Healthier You!- At Waxahachie Senior Center presented class on MyPlate. Class focused on celebrating smart choices and wrap up summaries. **7 present**
- 4/18 Ellis County Roundup- Gave improvement recommendations to 4-H members competing in District 8 Roundup. **5 entries**
- 4/23 Volunteer Recognition at Commissioners Court-Office presented hours and monetary equivalent to Court for Ellis County Master Volunteers and 4-H volunteers. **2 Master Wellness Volunteers present**
- 4/23 ECE Training Series-Participated in State childhood education training series. Instruction was presented via Webex, on SIDS and Shaken Baby Syndrome. **2 present**
- 4/24 Master Wellness Volunteer Meeting- Met with volunteers to discuss future programs. Focused on planning for City of Waxahachie Health Fair and Balance/Fall Prevention classes at Senior Center. **5 present**
- 4/25 Mental Health first Aid meeting-Met, via WebEx with RPL and FCH agents trained in Mental Health First Aid. Discussed program implementation and strategies for recruiting audiences.
- 4/29 ECE Training Series-Participated in State childhood education training series. Instruction was presented via Webex, on 2018-2019 updates on Minimum Standards for Child-Care Centers. **2 present**

**Educational Programming**

Programs	6
Participants	46

**Educational Contacts**

Telephone	29
Office Visits	9
E-Mails	52
Newsletter/Letters	0

**Media Outreach:**

Website hits	189
News Releases	
Facebook posts	

**Major plans for next month**

5/2	ECYE Creative Arts Meeting
5/3	Impact Ennis Meeting
5/4	District 8 4-H Roundup
5/7	City of Waxahachie Health Fair
5/14	Texas Community Futures Forum
5/15	ECYE Fair Board Meeting

**Liz Espie**  
**Name**  
**County Extension Agent – Family& Community Health**  
**Title**

**Ellis**  
**County**  
**5/3/19**  
**Date**

F1

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

RECEIVED

MAY 08 2019

ELLIS COUNTY  
AUDITOR  
AMOUNT

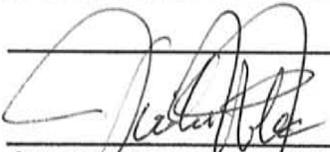
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0520-508020	Equipment	\$ 600.00
001-0520-508730	Maintenance/Repairs	\$ 600.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0520-508010	Supplies	\$ 600.00
001-0520-508010	Supplies	\$ 600.00

  
Signature of Department Head

5/6/19  
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 \_\_\_\_\_, 2017/2018

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

Approved by County Auditor's Office:

DeVonde Spaulden 5/14/19

F2

ELLIS COUNTY BUDGET  
2018/2019 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-303020	Fund Balance	2,438.66


RECEIVED  
MAY 06 2019  
ELLIS COUNTY  
AUDITOR

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-508020	Equipment	2,438.66


  
Signature of Department Head

April 30, 2019  
Date Signed

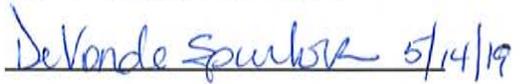
010 / SO  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018/2019


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

Approved by County Auditor's Office:

 5/14/19

F3

ELLIS COUNTY BUDGET  
2018 - 2019 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018 - 2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-50703	Telephone	\$1,500.00
001-0060-50801	Supplies	\$500.00
001-0060-50808	Auto Gas	\$500.00
001-0060-50873	Office Equipment/Repair	\$500.00
<b>TOTAL</b>		<b>\$3,000.00</b>

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-50802	Equipment	\$500.00
001-0060-50805	Conference	\$1,500.00
001-0060-50810	Auto Tires	\$1,000.00
<b>TOTAL</b>		<b>\$3,000.00</b>



Digitally signed by Alberto Mares,  
AICP, DR  
Date: 2019.05.15 09:43:41 -05'00'

5/15/2019

Department of Development  
Department

Signature of Department Head

Date Signed

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Approved by County Auditor's Office:

DeVonde Spauloch 5/15/19



**CONSENT AGENDA ITEM SP-1**

Ellis County Commissioners' Court  
May 21, 2019



**SHORT TITLE:**

Simplified Plat – Medina Addition  
Parcel ID – 205352

**LEGAL CAPTION:**

**Consider & act upon a simplified plat of Medina Addition.** The property contains ± 9.960 acres of land in the A.J. Porter Survey, Abstract No. 829 located on the west side of Batchler Road ± 1,950 feet north of FM 983, in the ETJ of the City of Red Oak, Road & Bridge Precinct No. 1.



**APPLICANT:**

Robert Medina



**PURPOSE:**

The applicant is requesting to plat his property into two (2) lots for future residential use.



**HISTORY:**

No subdivision history exists for this site. The City of Red Oak City Council approved this plat on April 8, 2019.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:** N/A

**Water Provider:**

Rockett SUD is the water provider in this area. Per the Water Utility Endorsement Form submitted to staff, there is currently a 6-inch waterline along Batchler Road that can support the creation of these lots.

**Engineering Review:**

The Engineering Department has reviewed this plat, and there are no outstanding comments on this request.



**ANALYSIS:**

The plat meets all the requirements outlined in the regulations.



**ATTACHMENTS:**

1. Location Map
2. Plat



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

✉: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
☎: 972-825-5200  
🌐: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)



**RECOMMENDATION:**

Staff recommends **approval** of this request, as presented.



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

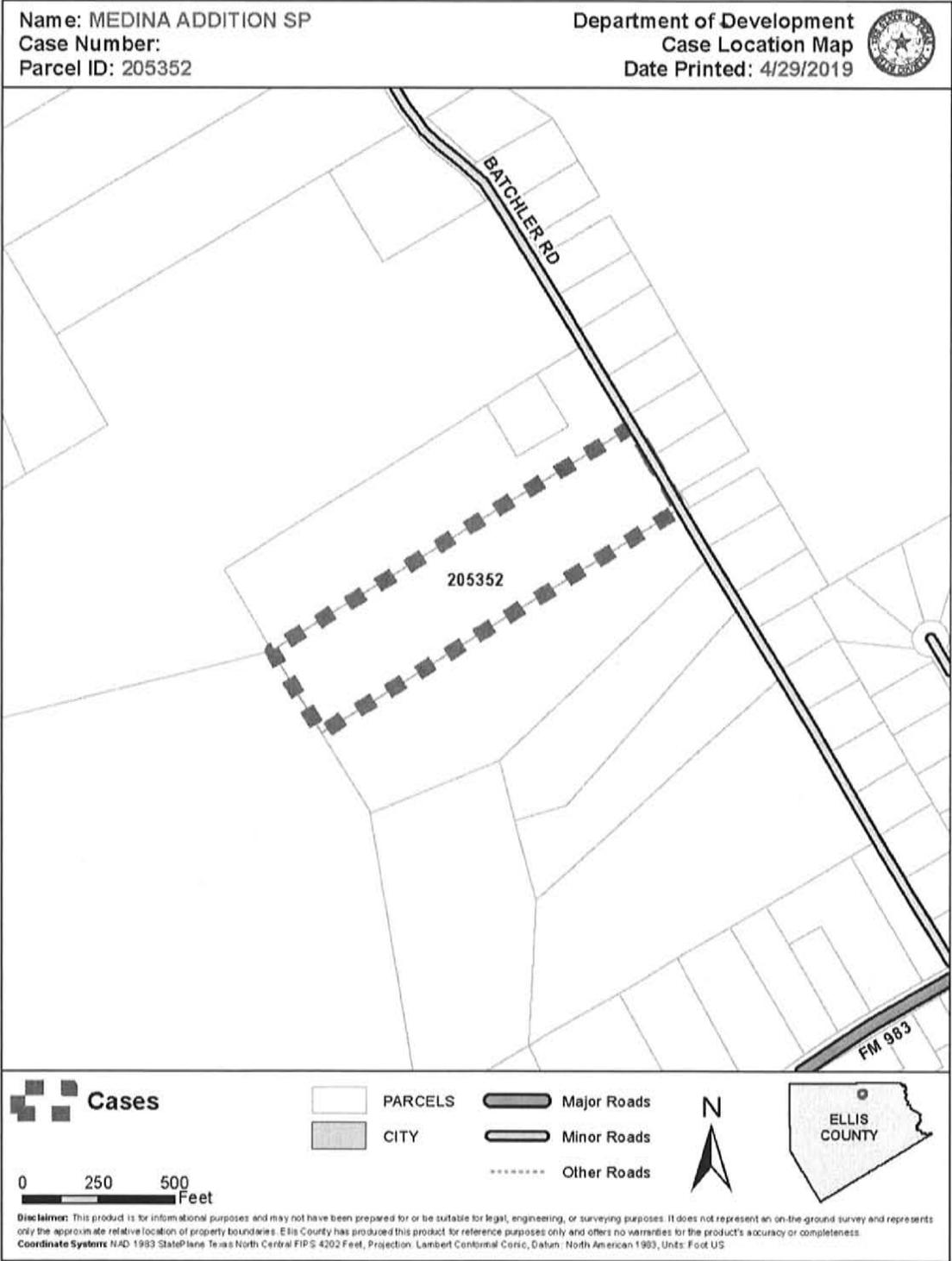


**APPROVED AND PRESENTED BY:**

Alberto Mares, AICP, DR, CPM  
Director of Planning & Development  
Ellis County



**ATTACHMENT NO. 1 – LOCATION MAP**

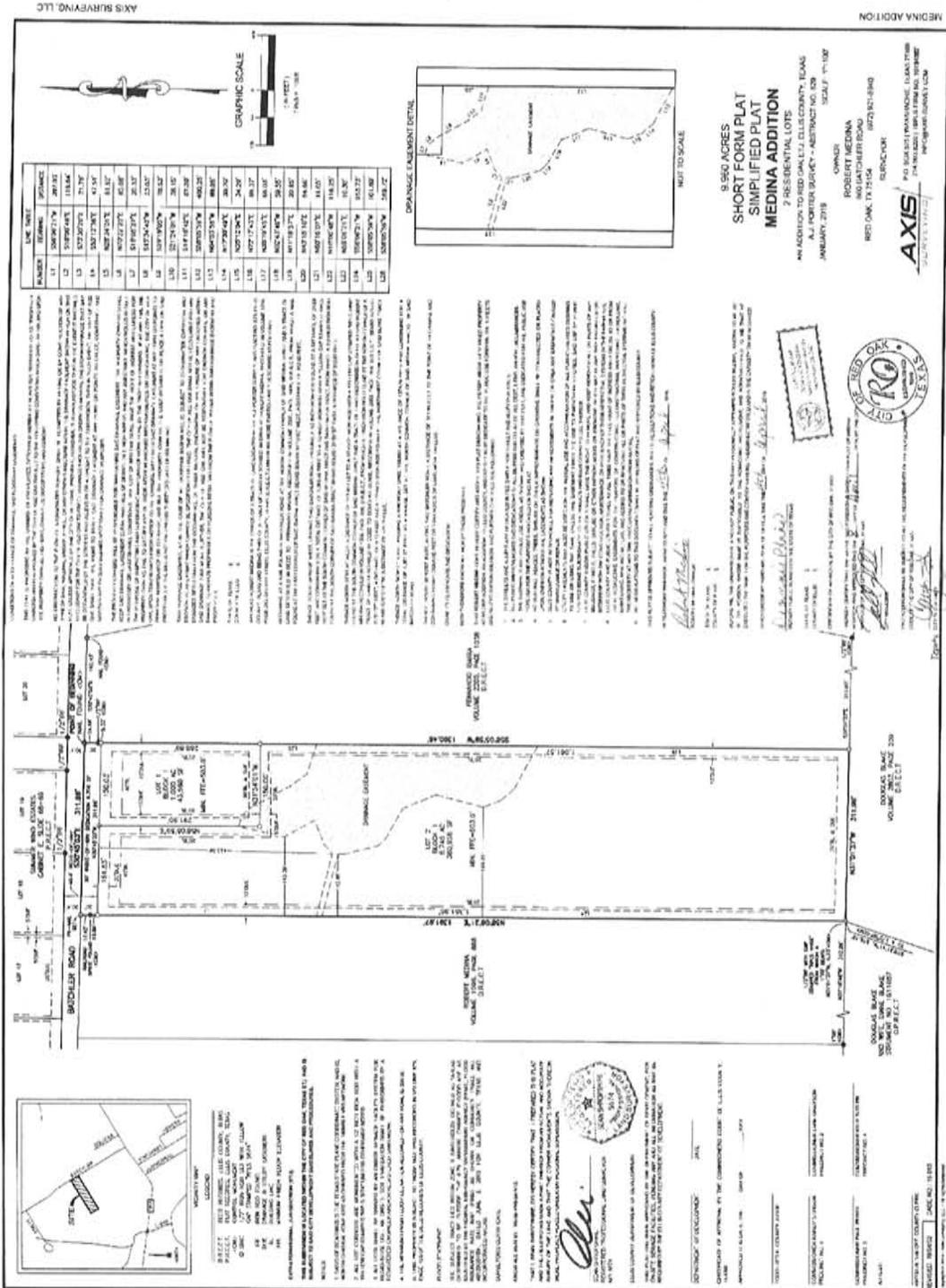




**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

**✉:** dod@co.ellis.tx.us  
**☎:** 972-825-5200  
**🌐:** co.ellis.tx.us/dod

**ATTACHMENT NO. 2 – PLAT**





**CONSENT AGENDA ITEM SP-2**  
Ellis County Commissioners' Court  
May 21, 2019



**SHORT TITLE:**

Simplified Plat – Lots 1 & 2, Block 1 of Richland Creek Estates  
Parcel ID – 179743

**LEGAL CAPTION:**

**Consider & act upon a simplified plat of Lots 1 & 2, Block 1 of Richland Creek Estates.**  
The property contains ± 8.36 acres of land in the G.W Sevier Survey, Abstract No. 958, located on the west side of Sevier Road north of Interstate Highway 35 (IH-35), Milford, Road & Bridge Precinct No. 3.



**APPLICANT:**

Ernest and Lisa Wilson



**PURPOSE:**

The applicant is requesting to plat ± 8.36 acres of property into two (2) lots for future residential use.



**HISTORY:**

No subdivision history exists for this site. The residual of called the Tract Five - Ray E. Cockerham is ± 216.50 acres, more than the minimum ten (10) acres required for platting.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:** N/A

**Water Provider:**

The Prairielands Groundwater Conservation District approved a private well application for the creation of these two (2) lots.

**Engineering Review:**

Engineering has reviewed this plat, and there are no outstanding comments on this request.



**ANALYSIS:**

The plat meets all the requirements outlined in the regulations.



**ATTACHMENTS:**

1. Location Map
2. Plat



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

✉: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
📞: 972-825-5200  
🌐: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)



**RECOMMENDATION:**

Staff recommends **approval** of this request, as presented.



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

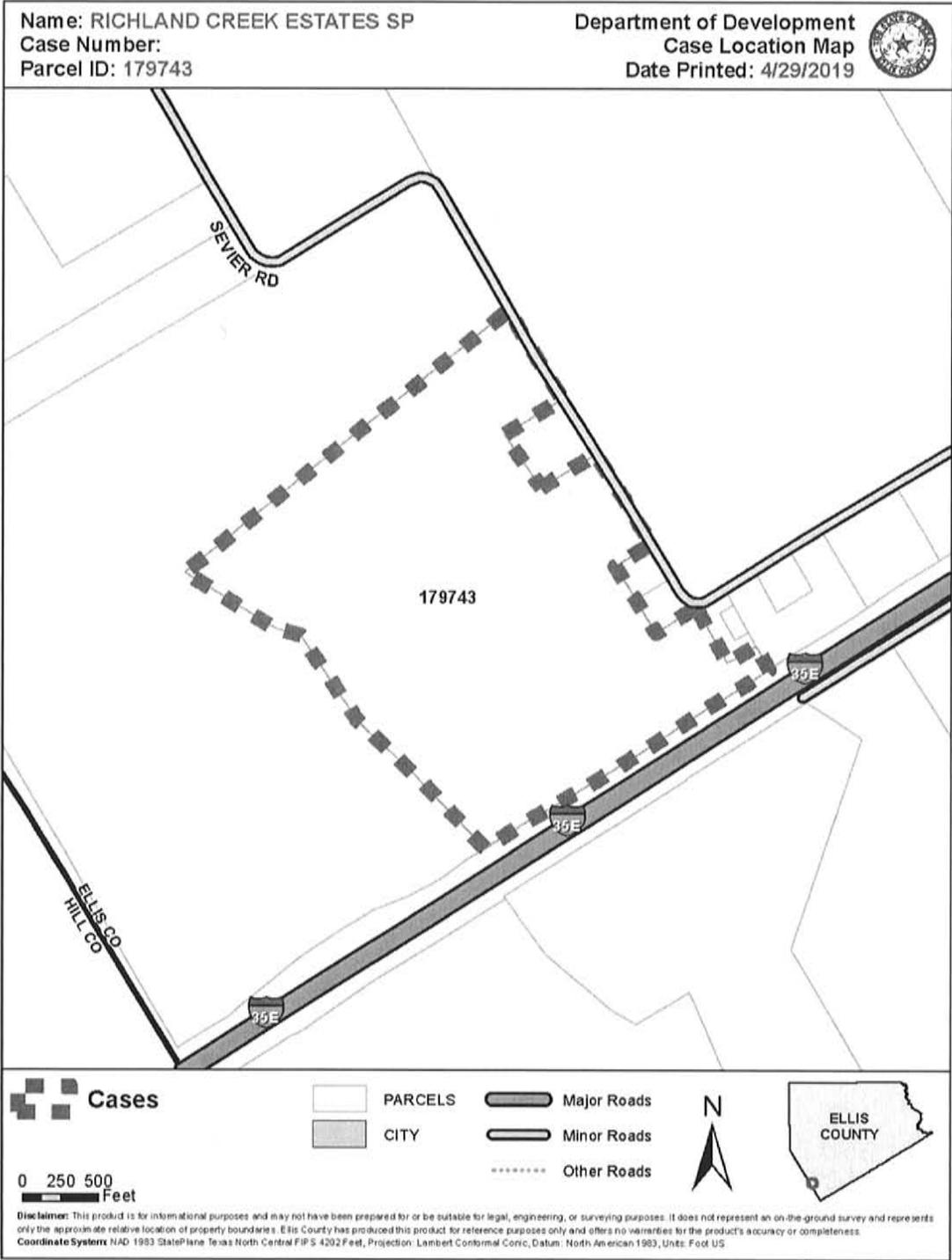


**APPROVED AND PRESENTED BY:**

Alberto Mares, AICP, DR, CPM  
Director of Planning & Development  
Ellis County



**ATTACHMENT NO. 1 – LOCATION MAP**







**CONSENT AGENDA ITEM SP-3**

Ellis County Commissioners' Court  
May 21, 2019



**SHORT TITLE:**

Simplified Plat – Moon Estates  
Parcel ID – 178290, 178291

**LEGAL CAPTION:**

**Consider & act upon a simplified plat of Moon Estates.** The property contains ± 4.001 acres of land in the R. De La Pena Survey, Abstract No. 3 located at the northwest corner of Stacks Road and Bennett Road, Ennis, Road & Bridge Precinct No. 1.



**APPLICANT:**

Roy Moon



**PURPOSE:**

The applicant is requesting to plat his property (Lot 1, Block A) into a legal lot of record for future resale and residential use.



**HISTORY:**

No subdivision history exists for this site.



**OTHER RELEVANT INFORMATION:**

Thoroughfare Plan: N/A

**Water Provider:**

Rockett SUD has a 6-inch line that can support the future residential use of Lot 1. Lot 2 Block A has a meter currently servicing the existing residential structure.

**Engineering Review:**

Engineering has reviewed this plat, and there are no outstanding comments on this request.



**ANALYSIS:**

The plat meets all the requirements outlined in the regulations.



**ATTACHMENTS:**

1. Location Map
2. Plat



**DEPARTMENT OF DEVELOPMENT  
Ellis County**

✉: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
📞: 972-825-5200  
🌐: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)



**RECOMMENDATION:**

Staff recommends **approval** of this request, as presented.



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager



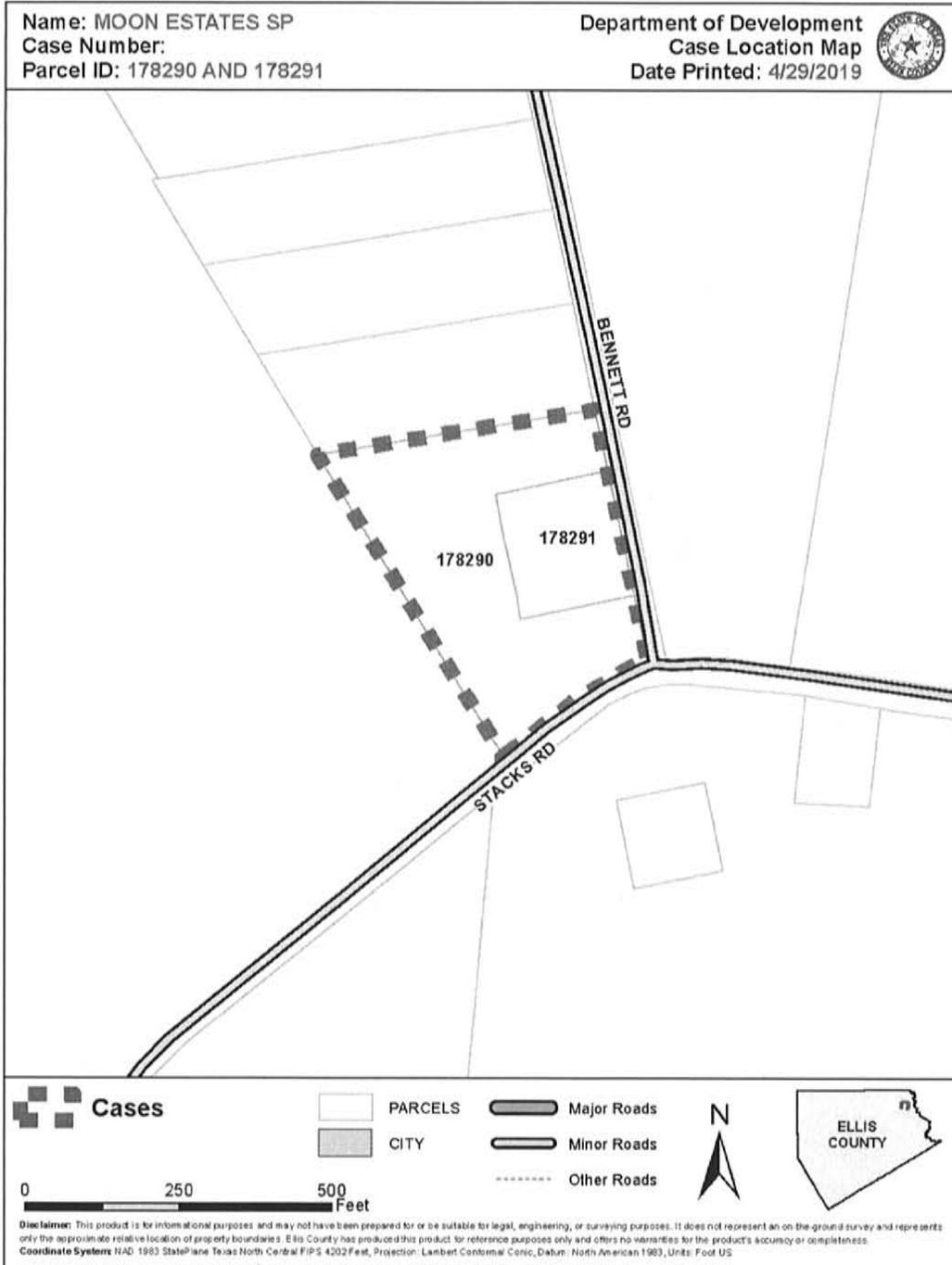
**APPROVED AND PRESENTED BY:**

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

Alberto Mares, AICP, DR, CPM  
Director of Planning & Development  
Ellis County



**ATTACHMENT NO. 1 – LOCATION MAP**



.96.552778 32.479934 Author: rebecca.charles 015@co.ellis.tx.us Date Printed: 4/29/2019 0:\015\MapTemplates\Ellis County Layout\11 DOD\000 Case Location.mxd





**AGENDA ITEM NO. 1.1**  
Ellis County Commissioners Court  
May 21, 2019



**SHORT TITLE:**

Road frontage variance for Parcel ID No. 186872 on Cole Road.

**LEGAL CAPTION:**

**Consider & act upon a request to grant a one-time variance for Parcel ID No. 186872 from Section IV (B)(2) (Residential Lots) of the Subdivision Development Standards to allow two (2) lots without meeting the minimum public road frontage.** The property contains ± 2.00 acres of land on the west side of Cole Road ± 504 feet south of FM 664, in the ETJ of the City of Red Oak, Road & Bridge Precinct No. 4.



**APPLICANT(S):**

Dixie and Barbara Dickerson H



**PURPOSE:**

The applicant wishes to plat this property into two (2) lots for future residential uses. However, before applying for a plat, a variance is required. The proposed lot will not meet the minimum public road frontage requirement of 150 feet as each of the applicant’s properties have ± 126.7 feet and falls ± 23.3 feet short of the public road frontage requirement.



**HISTORY:**

Mr. and Mrs. Dickerson purchased their original lot (321 Cole Road) and built their home in 1973. When the adjacent vacant lot north of their existing home became available in 2002, they purchased it. They recently deeded that vacant lot to their son to build his future home but need to subdivide the property to enable proper financing from their preferred bank and be in compliance with today’s subdivision regulations. Please see the applicant’s written request included on page 3 for more information. There is no previous subdivision history associated with this property.



**OTHER RELEVANT INFORMATION:**

Section VIII (B) outlines the criteria below for granting relief from the rules and regulations.

1. *That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,*
2. *That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and,*
3. *That the granting of the relief will not be detrimental to the public finances, health, safety or welfare, or injurious to other property in the area; and,*



4. *That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.*
5. *That the situation causing the hardship or difficulty is neither self-imposed or self-created.*

*Section VIII (A) (1) (i) requires notice to be sent to property owners within 200 feet of the property with the requested variance at least fifteen (15) days before the meeting date. Staff sent out twenty (20) notices via regular mail on May 3, 2019 to satisfy this requirement.*



**ANALYSIS:**

Although the applicant has the minimum acreage required, the applicant is unable to obtain additional road frontage due to surrounding development, thereby meeting the criteria for granting a variance. Staff supports this variance request. Also, most of the tracts on this road average about 125 feet of road frontage



**RECOMMENDATION:**

Staff recommends **approval** of this variance to Section IV (B) (2) (Lots) of the Subdivision & Development Standards, subject to the following conditions:

- 1) An application for a simplified plat shall be submitted for review with each proposed lot having a minimum road frontage of ± 126.7 feet.
- 2) Only one (1) habitable structure shall be allowed per lot.



**ATTACHMENTS:**

1. Applicant's Request
2. Draft Order



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager



**APPROVED AND PRESENTED BY:**

Alberto Mares, AICP, DR  
Director of Planning & Development



ATTACHMENT NO. 1 - REQUEST FROM APPLICANT

To: COMMISSIONER'S COURT

4-16-19

We are Dixie R + Barbara Dickerson.  
We bought property in Red oak, TX in  
the early 70's and built our home on  
it in 1973.

In 2002 there was a 1 acre lot  
become available on the north side of  
our property our home is on and we  
bought it.

We are now getting up in years.  
I am 83 and Barbara is 79. our son  
Stephen is 49 and feels like he needs  
to be closer to us and help us  
stay in our home as long as possible.

We have been told requirements  
of Road Frontage is 150' but all of  
our lots are only 126.7'.

We are asking for a Variance on  
the vacant lot so we can separate  
this lot from our property ~~our~~ our  
home is on and Stephen can build  
his home on it. Lot address is  
327 Cole Rd.

Dixie R Dickerson  
Barbara Dickerson



**ATTACHMENT NO. 2 – DRAFT ORDER**

**COMMISSIONERS COURT OF ELLIS COUNTY**  
**ORDER NO. \_\_\_\_\_**

On this the 21st day of May 2019, the Commissioners’ Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

**COUNTY JUDGE:**

- Judge Todd Little

**COMMISSIONERS:**

- Randy Stinson, Commissioner, Pct. 1
- Paul Perry, Commissioner, Pct. 3
- Lane Grayson, Commissioner, Pct. 2
- Kyle Butler, Commissioner, Pct. 4

**AND AMONG OTHER PROCEEDINGS, THE FOLLOWING ORDER WAS PASSED AS FOLLOWS:**

**AN ORDER OF THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS GRANTING A ONE-TIME VARIANCE FROM SECTION IV (B) (2) (LOTS) OF THE SUBDIVISION & DEVELOPMENT STANDARDS, TO ALLOW TWO (2) LOTS WITHOUT MEETING THE MINIMUM ROAD FRONTAGE REQUIREMENT. THE PROPERTY CONTAINS ± 2.00 ACRES OF LAND AT PARCEL ID NO. 186872 LOCATED ON THE WEST SIDE OF COLE ROAD ± 504 FEET SOUTH OF FM 664 IN THE ETJ OF THE CITY OF RED OAK, ROAD & BRIDGE PRECINCT NO. 4, WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT “B,” PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Commissioners’ Court of Ellis County, Texas, in compliance with the laws of the State of Texas and the orders of Ellis County, Texas, have given the requisite notices and otherwise, and after holding and affording a full and fair hearing to all interested persons, and in the exercise of its legislative discretion, have concluded that this proposal should be approved;

**NOW, THEREFORE BE IT ORDAINED BY THE COMMISSIONERS’ COURT OF ELLIS COUNTY TEXAS, THAT:**

**SECTION 1. GRANTING OF A VARIANCE.**

The Commissioners’ Court finds that the variance criteria outlined in Section VIII (B) of the Subdivision & Development Standards apply and are set forth above are incorporated into the body of this order as if fully set forth herein and the granting of relief in the form of a lesser standard will not impact adversely



on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.

**SECTION 2. CONDITIONS OF APPROVAL.**

The variance for the above-described property is hereby granted a one-time variance from the Ellis County Rules for relief on the 150 feet of public road frontage requirement, subject to the following conditions:

- 1) An application for a simplified plat shall be submitted for review with each proposed lot having a minimum road frontage of ± 126.7 feet.
- 2) Only one (1) habitable structure shall be allowed per lot.

**SECTION 3. CONFLICTS.**

To the extent of any irreconcilable conflict with the provisions of this Order and other orders of Ellis County governing the use and development of the Property and which are not expressly amended by this Order, the provisions of this Order shall be controlling.

**SECTION 4. SEVERABILITY CLAUSE**

If any section, paragraph, sentence, phrase, or word in this order is held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this order; and the Commissioners Court hereby declares it would have passed such remaining portions of the Order despite such invalidity, which remaining portions shall remain in force and effect.

**SECTION 5. EFFECTIVE DATE.**

This Ordinance shall become effective from and after the date of its passage, and it is accordingly so ordained.

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 21<sup>ST</sup> DAY OF MAY, 2019.**

\_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Commissioner Randy Stinson, Precinct No. 1

\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No. 2

\_\_\_\_\_  
Commissioner Paul Perry, Precinct No. 3

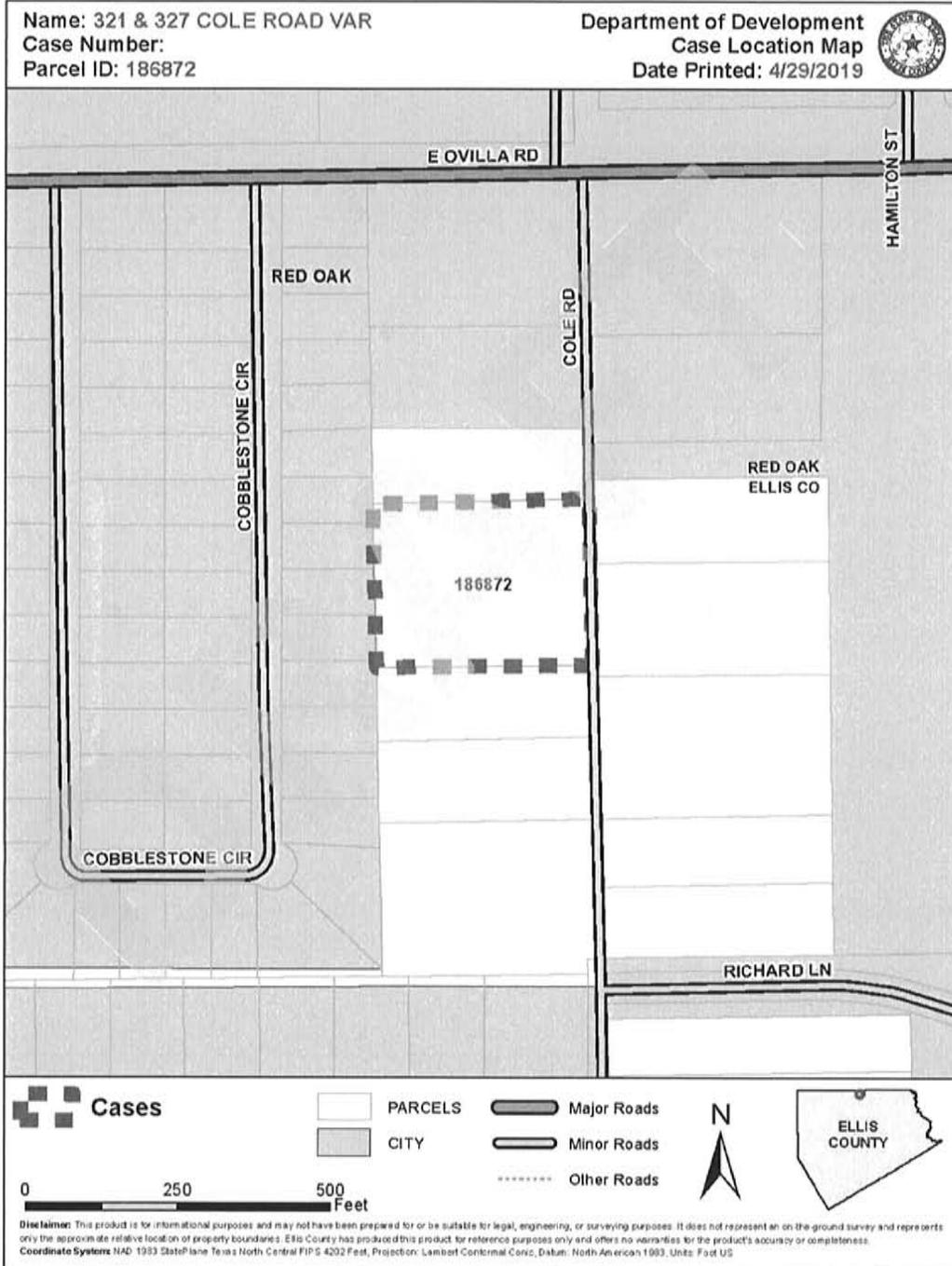
\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

\_\_\_\_\_  
Krystal Valdez, County Clerk



**EXHIBIT A**  
**Location Map**



98780523 22 529329 Author: rebecca.charles 015@co.ellis.tx.us Date Printed: 4/29/2019 C:\GIS\Map\Template\Ellis County Layout\11 DOD-DOD Case Location.mxd



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

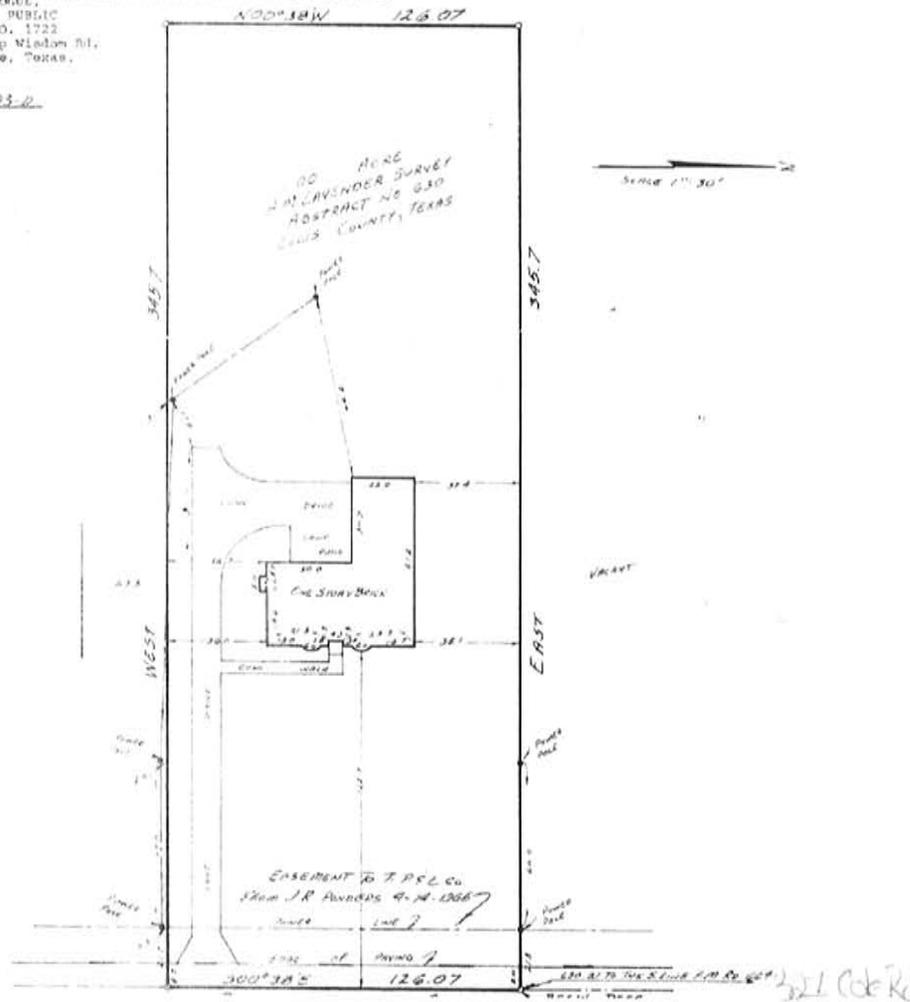
**✉:** dod@co.ellis.tx.us  
**☎:** 972-825-5200  
**🌐:** co.ellis.tx.us/dod

**EXHIBIT B**  
**SURVEYS**

STATE OF TEXAS:  
 COUNTY OF DALLAS:  
 I, Jimmy W. Porro, Registered Public Surveyor No. 1722, do hereby certify that this plat was prepared from an actual and accurate survey of the land made on the around September 4, 1973 and correctly represents the location of the following described property:  
 SITUATED in Ellis County, Texas and being a part of that certain 83.15 acre tract of land in the A. M. LAVENDER SURVEY, ABSTRACT NO. 630 as conveyed to James R. Pounders in a deed filed for record in volume 552, page 168 of the deed records of Ellis County, Texas, and being known as Tract No. 4 on Survey No. prepared by Parks Hagland, Registered Public Surveyor No. 266 on October 21, 1970, described as follows:  
 BEGINNING at an iron rod in the center of Cole Road and in the East line of said Pounders tract, said point being South 00 deg. 38 min. East, 430.21 feet from the South line of F.M. Road No. 664; THENCE South 00 deg. 38 min. East along the center of Cole Road and the East line of Pounders tract, 126.07 feet to an iron rod for corner; THENCE West and parallel with the South line of F.M. ROAD No. 664, 345.70 feet to an iron rod for corner; THENCE North 00 deg. 38 min. West, and parallel with the East line of said Pounders tract, 126.07 feet to an iron rod for corner; THENCE East and parallel with the South line of F.M. Road No. 664, 345.70 feet to the PLACE OF BEGINNING, and containing 1.00 acre of land.

JIMMY W. PORRO,  
 REGISTERED PUBLIC  
 SURVEYOR NO. 1722  
 115 E. Camp Wisdom Rd.  
 Duncanville, Texas.  
 298-7227

JOB NO. 603-0





**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

☒: dod@co.ellis.tx.us  
 ☎: 972-825-5200  
 📍: co.ellis.tx.us/dod

<b>LEGAL DESCRIPTION</b>		Texas Registered Engineering Firm # F-0331 and Surveying Firm # 0091600
BEING A TRACT OF LAND SITUATED IN THE A. M. LAVENDER SURVEY, ABSTRACT NUMBER 610, ELLIS COUNTY, TEXAS, ALSO BEING A TRACT OF LAND CONVEYED TO STEPHEN RAY DICKERSON, AS RECORDED IN INSTRUMENT NO. 1900599, DEED RECORDS OF ELLIS COUNTY, TEXAS, (DIRECT), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS ON SHEET 2 OF 2.		According to the Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel No. 4613AC0075 F, dated June 3, 2013, this property does not lie within a 100-Year Flood Hazard Area.
Scale: 1" = 60'	Tech: JD Field: JG	Job No: 19025403
ADDITIONAL BUILDING LINES/EASEMENTS PER CITY ZONING ORDINANCES & SUBDIVISION RESTRICTIONS/COVENANTS MAY AFFECT SUBJECT PROPERTY		
SHEET 1 OF 2		

**BLOCK A**  
**COBBLESTONE ESTATES**  
 CAB. E. SLIDE 174  
 P.R.E.C.T.

(N 00° 38' 00" W)  
 126.07'

**POINT OF BEGINNING**

**VACANT LOT**  
 STEPHEN RAY DICKERSON  
 INST. NO. 1900699  
 D.R.E.C.T.  
 1.00 AC  
 49,576 SQ. FT.

**DIXIE R. & BARBARA L. DICKERSON**  
 VOL. 1204, PG. 293  
 D.R.E.C.T.

**LEZA DIANE BURROW**  
 INST. NO. 201824719  
 D.R.E.C.T.

**COLE ROAD**  
 Address: 327 COLE ROAD

**PAUL G. FULLER II** Date: 02/27/2019

I hereby certify that this plot is true and correct to the best of my knowledge and belief as surveyed by me or under my direct supervision. This survey was done without a title search and shows only easements on the recorded subdivision plat and does not include other easements of record which may affect this property.

DATE: \_\_\_\_\_  
 ACCEPTED BY: \_\_\_\_\_  
**FULLER ENGINEERING & LAND SURVEYING, INC.**

<b>LEGEND OF ABBREVIATIONS AND SYMBOLS</b>			
B.L. = Building Line	I.P.F. = Iron Pipe Found	P.O.S.E. = Public Open Space Easement	---//--- = Wood Fence
C.M. = Central Monument	I.R.F. = Iron Rod Found	R.O.H. = Right of Way	○ = Chain Link Fence
D.E. = Drainage Easement	I.R.S. = Capped Iron Rod Set	⊕ = Water Meter	⊖ = Iron Fence
D.U.E. = Drainage & Utility Easement	O.H.E. = Overhead Electric	U.E. = Utility Easement	—x— = Wire Fence
M.E. = Maintenance Easement	( ) = Record Data	⊞ = Gas Meter	⊞ = Electric Meter
ET = Electric Transformer	( ) = Bearing Bails		

2411 GARDEN PARK COURT, ARLINGTON, TX. 76010 - PH# (817)654-2442, FAX# (817)451-5676



**AGENDA ITEM 1.2**  
Ellis County Commissioners' Court  
May 21, 2019



**SHORT TITLE:**

Preliminary plat of Cross Fence at Oak Vista.  
Parcel ID No. 188040 & 183375

**LEGAL CAPTION:**

**Consider & act upon a preliminary plat of Cross Fence at Oak Vista.** The property contains a total of ± 248.60 acres of land in the S.B Orton Survey, Abstract No. 813, the J. Fifer Survey Abstract No. 352, and the D.M. McNeil Survey, Abstract No. 71 located on the north side of FM 66 ± 6,200 feet west of Arrowhead Road in the ETJ of the cities of Waxahachie Maypearl, Road & Bridge Precinct No. 3.



**APPLICANT:**

Joshua Trees



**PURPOSE:**

The applicant is requesting to subdivide this property into one hundred seventy-three (173) residential lots. This project will be built out in one (1) phase to ensure it meets all requirements, including two (2) points of access.



**HISTORY:**

There is no previous subdivision history on this property. The City of Waxahachie approved this preliminary plat at its City Council meeting on April 15, 2019.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

The County's adopted Master Thoroughfare Plan identifies FM 66 as an existing Principal Arterial requiring a minimum right-of-way dedication up to 120 feet. This plat shows a right-of-way of 120 feet, thus satisfying this requirement.

**Utilities:**

Buena Vista Bethel SUD is the water provider for this area. Per the submitted Water Utility Endorsement submitted to staff, an 8-inch line will provide service for this subdivision.

**Engineering:**

The County's Engineering Department has done a review, and all comments regarding the preliminary plat have been addressed.



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
: 972-825-5200  
: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)



**ANALYSIS:**

The plat meets all the requirements outlined in the regulations.



**ATTACHMENTS:**

1. Location Map
2. Plat

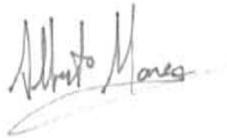


**PREPARED AND SUBMITTED BY:**

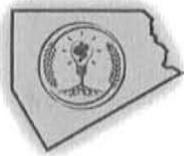
Sara Garcia  
Development Process Manager



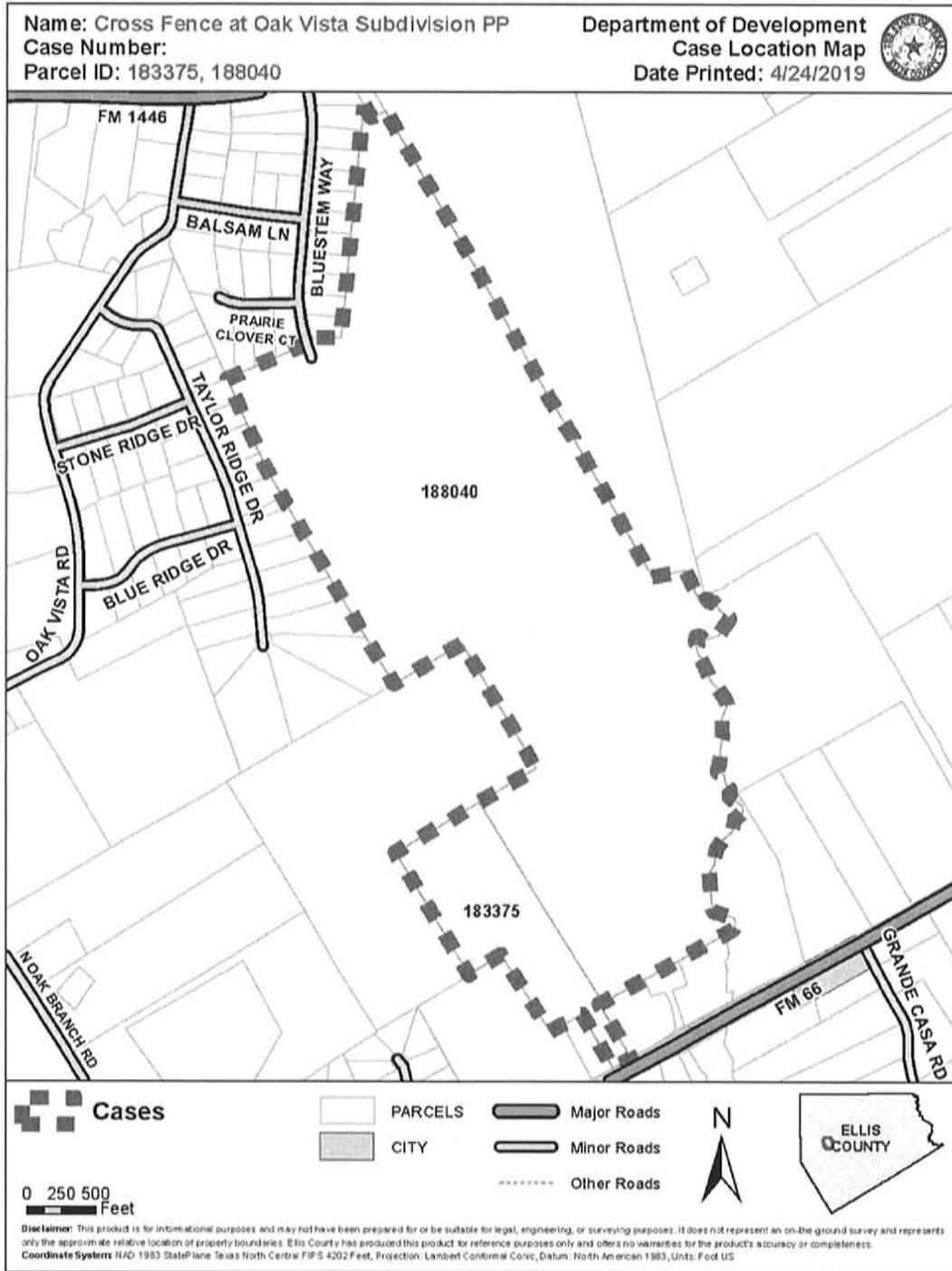
**APPROVED AND PRESENTED BY:**



Alberto Mares, AICP, DR, CPM  
Director of Planning & Development  
Ellis County



**ATTACHMENT NO. 1 – LOCATION MAP**

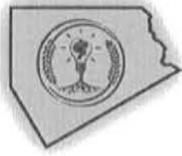


06.953145 32.344709 Author: rebecca.charles OIS@co.ellis.tx.us Date Printed: 4/24/2019 ©\OIS\MapTemplates\Ellis County Layout.dwg 11 DOD\000 Case Location.mxd









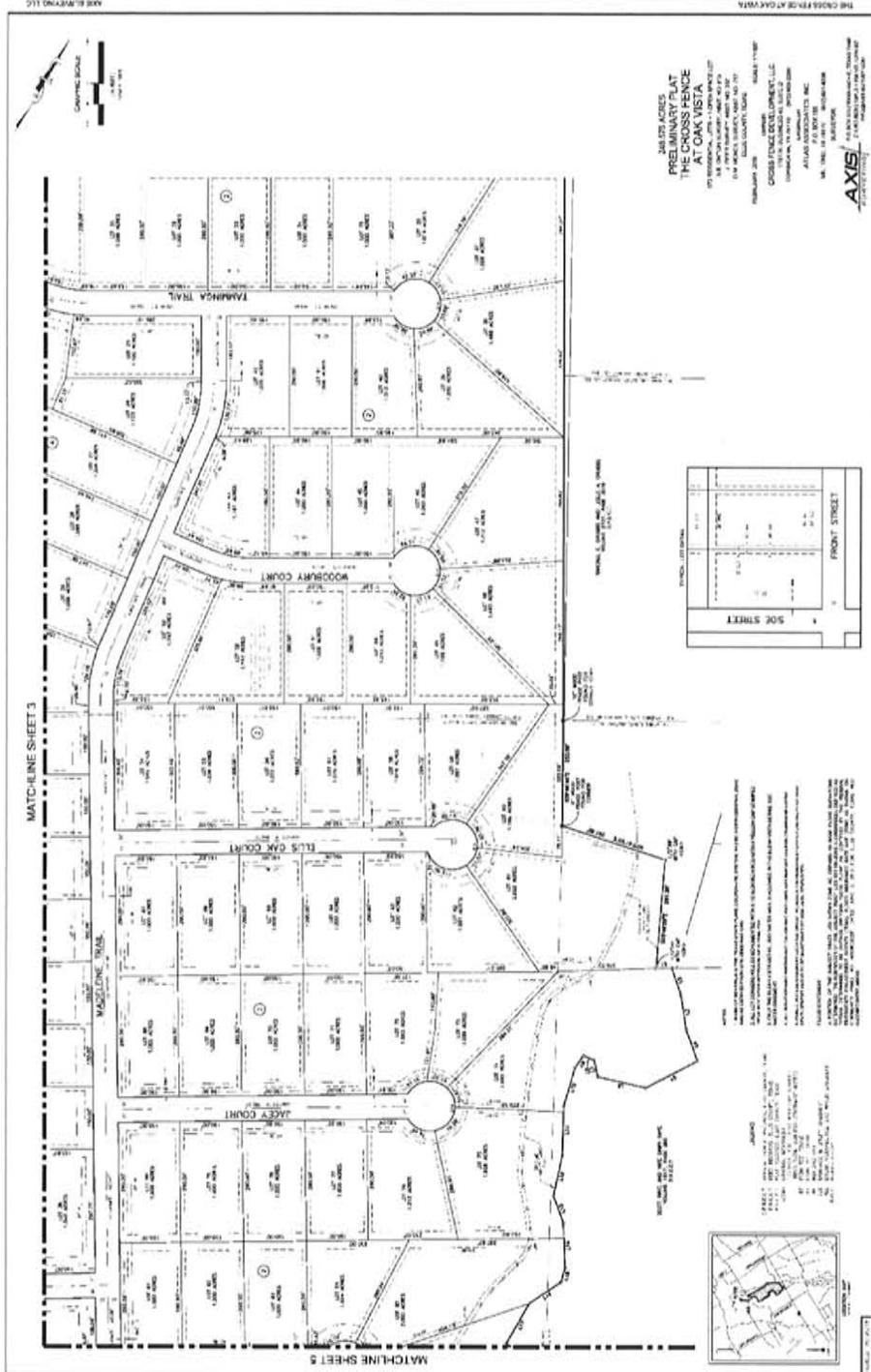
ATTACHMENT NO. 2 – PLAT SHEET 4







ATTACHMENT NO. 2 – PLAT SHEET 6





**SALES CONFIRMATION**  
**Texas**  
**Fixed Price RTC**

This Sales Confirmation is entered on 5/15/2019 ("Confirmation Effective Date"), by and between ENGIE Resources LLC ("ENGIE") and **County Of Ellis** ("Customer") (hereinafter collectively referred to as the "Parties") regarding the purchase and sale of electric energy and related services pursuant to and subject to the Master Electric Energy Sales Agreement dated **6/14/2011** by and between the Parties (the "Master Agreement"). Terms not defined herein shall have the meaning given in the Master Agreement.

**Transaction Term:** This Sales Confirmation shall be effective on the Confirmation Effective Date and service shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date. Service shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date, but in no event later than the end of the Billing Cycle including such date. Customer's options for service beyond the Utility Transfer Date immediately following the End Date include: i) executing an agreement with ENGIE for new terms and conditions of service, ii) transferring to another competitive supplier or iii) providing a written request to ENGIE to transfer Customer's accounts to the default service provider. In the event Customer does not timely exercise an option, service by ENGIE may continue hereunder following the End Date (the "Post-Term Period"). Customer acknowledges that ENGIE may disconnect service pursuant to the Substantive Rules of the Public Utility Commission of Texas. For service during the Post-Term Period, Customer shall pay an amount equal to the applicable real time index price as posted by the ISO for the relevant delivery point, plus a per kWh Post-Term Charge as defined herein, plus all non-utility charges, including ancillary services, installed (or unforced) capacity, network integrated transmission, losses, and all other ISO charges or administrative fees incurred in connection with delivery of energy. Taxes and Utility Related Charges are additional and are separately listed in the Customer invoice.

**Contract Price:** Customer shall pay ENGIE the applicable Contract Price as specified in Attachment A, Exhibit 1 per kWh of electric energy consumed in a Billing Cycle.

Except to the extent that a charge is separately listed as an obligation in this Sales Confirmation (e.g. Congestion, Transmission) this Contract Price may include a broker fee and includes non-utility charges including energy, ancillary services, congestion, losses (including distribution and transmission losses (if applicable) incurred in connection with the delivery of energy to the meter at the Facilities/Accounts identified in Attachment A), and other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1.

**ERCOT's Contingency Reserve Service.** The Contract Price does not include costs associated with ERCOT's Contingency Reserve Service (ECRS) as implemented by NPRR No. 863 on February 13, 2019. When effective, such costs will be charged to Customer by ENGIE in a commercially reasonable method. As of the date of this Sales Confirmation, the tentative effective date is January 1, 2022.

**Taxes and Utility Related Charges:** Taxes and Utility Related Charges are separately listed in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

**Hub to Zone Congestion Costs.** The Contract Price does not include congestion costs for the delivery of electricity from the trading hub (where the electricity is purchased) to the load zone (where the Customer's facility is located). The applicable hub or zone shall be the hub or zone in which the Customer's delivery points reside. Congestion costs (or credits if negative) shall be adjusted for losses and passed through to the Customer according to the following formula: Congestion cost = load zone price - trading hub price; "price" is the ERCOT real time settlement price.

**Material Change in Monthly Anticipated Consumption:** In the event Customer's consumption of electricity at the Facilities/Accounts identified in Attachment A in a particular congestion zone increases or decreases in any month by twenty-five (25%) percent or more from the applicable Monthly Anticipated Consumption, ENGIE may invoke in any subsequent month (and if invoked, then for every month thereafter) a settlement of such usage outside the 25% threshold, through (i) a charge to Customer for usage in excess of 25% above the Monthly

Anticipated Consumption at an amount equal to the product of the excess energy consumption and the positive difference, if any, between the Spot Energy Price and the Contract Price; provided, however, that if the Spot Energy Price is less than the Contract Price, ENGIE will credit Customer with the product of the excess energy consumption and the difference between the Contract Price and the Spot Energy Price, or (ii) a charge to Customer for consumption less than 25% below the applicable Monthly Anticipated Consumption, at an amount equal to product of the energy consumption shortage and the positive difference, if any, between the Contract Price and the Spot Energy Price; provided, however, if the Spot Energy Price is greater than the Contract Price, ENGIE will credit Customer with the product of the energy consumption shortage and the positive difference between the Spot Energy Price and the Contract Price. Customer also shall pay ENGIE the sum of any and all fees assessed by the ISO or any applicable utility as a result of the excess or shortage in energy consumption outside the 25% threshold. The volumetric and financial impact of an addition to or deletion from the Facilities/Accounts identified in the Attachment A is not governed by this provision.

**Facilities, Accounts and Quantities:** See Attachment A.

**Miscellaneous:**

**ORDC Charges Included.** The Contract Price for this product includes Operating Reserve Demand Curve charges.

**Regulation Waiver.** To the extent permitted by law, Customer hereby waives the Customer Protection Rules as specified in the Public Utility Commission of Texas Substantive Rules Section 25.471 et seq.

**Applicability of Prompt Payment Act:** This agreement is subject to the terms of the Prompt Payment Act for those entities that are a "governmental entity" under the Texas Government Code, Chapter 2251 PPA.

**Payment Terms:** Net 30 days.

**IDR Meter Authorization:** Customer shall, during the term of this Sales Confirmation, promptly provide all necessary authorizations to ENGIE in order to allow ENGIE to receive interval meter data (IDR) from Customer's facility(ies) listed on Attachment A. At its sole cost, ENGIE or its representative shall have the right to access or install telemetry from Customer's facility(ies) listed on Attachment A in order to track and evaluate Customer's usage on a regular basis for the purpose of load forecasting.

**"Rate Ready" Accounts.** For account(s) in which the applicable utility uses a "rate ready" billing system, the Contract Price during the Post-Term Period shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Taxes and Utility Related Charges are separately listed in an invoice. Customer may terminate post-term service at any time without liability.

**ON-SITE CUSTOMER GENERATION:** The Contract Price is conditioned on Customer's representation that, except for emergency back-up generation used when the local utility is not capable of delivering electricity, Customer does not operate on-site generation or thermal storage facilities. If Customer does operate on-site generation or thermal storage, ENGIE shall calculate in a commercially reasonable manner the present value of any economic loss resulting from the reduced load caused by such operation, and such loss shall be due from the Customer.

**Government/Public Entity Payment Terms and Indemnity Waiver.** This Agreement may be subject to state mandated payment term requirements for government/public entities; Customer shall provide a written verification of the applicability of such provision(s) to ENGIE to receive such extended terms at an additional cost to be determined by ENGIE. To the extent prohibited by state law or other statute, the Indemnification provision set forth in Section 2.9 of the Master Agreement shall be inapplicable.

**Independent System Operator (ISO)** means the system operator that controls or governs the transmission and distribution system or any successor thereto for the location where the facility(ies) are physically located.

**"Utility Related Charges"** means tariff based charges or surcharges assessed by a local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (including network transmission); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the applicable state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

**"Post-Term Charge"** means the \$/kWh charge of electric energy consumed as specified on the Attachment A. ENGIE may, at its discretion, charge an additional fee of up to \$0.0030/kWh of electric energy consumed if the number of accounts specified on the Attachment A exceeds 100.

**Facility/Account Deletions Prior to End Date:** The Parties intend that each of the Facilities listed on Attachment A will be continuously served by ENGIE through the End Date shown on Attachment A. However, should Customer close a Facility or otherwise discontinue electric service prior to the End Date, then ENGIE shall calculate in a commercially reasonable manner, the present value of any economic gain or loss it incurred thereby. Any gain or loss that ENGIE reasonably concludes is material shall be due to Customer (if a gain) or due from Customer (if a loss). Customer shall provide notice of any Facility closure to ENGIE as soon as practicable.

**"Spot Energy Price"** means the weighted average (weighted in accordance with the account's hourly consumption or utility rate class consumption profile) of the applicable market clearing price for balancing energy, or any successor price thereto, as posted by the ISO for the relevant delivery point, and, except to the extent that a non-utility charge is separately listed as an obligation in this Sales Confirmation (e.g. Capacity, Congestion, Transmission), the Spot Energy Price shall also include all non-utility charges arising from uplifts, installed capacity ancillary services, losses, congestion, and other ISO charges or administrative fees incurred in connection with delivery of energy.

**Billing Contact Information:** All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

SIGNATURES	
<b>Customer: COUNTY OF ELLIS</b>	<b>ENGIE Resources LLC</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Print Name:</b>	<b>Print Name:</b>
<b>Print Title:</b>	<b>Print Title:</b>
<b>Date:</b>	<b>Date:</b>
<p><b>Customer:</b> Please also sign the Attachment A. This Sales Confirmation will not be effective unless and until both documents (this Sales Confirmation and the Attachment A) are signed and returned to ENGIE.</p>	

	BUSINESS NAME CONTACT NAME	* BILLING CONTACT	ENGIE Resources CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:			ENGIE Resources	<u>Wire payments to:</u> Mellon Bank
STREET ADDRESS:	101 W MAIN ST	101 W MAIN ST	1990 Post Oak Blvd.	<u>Account Title:</u> ENGIE Resources
CITY, STATE, ZIP:	WAXAHACHIE, TX, 75165	WAXAHACHIE, TX, 75165	Houston, TX 77056	<u>Account No.</u> 8-086-282
PHONE #:	9728255115	9728255115	1-888-232-6206	<u>ABA Number:</u> 031000037
FAX #:			(713) 636-0927	<u>For payment by check, please send to:</u> ENGIE Resources P.O. Box 9001025 Louisville, KY 40290-1025
EMAIL:			custserv@na.engie.com	

\*Required Information

Customer: COUNTY OF ELLIS  
 Effective Date: 05/15/2019  
 Agreement #: 1-IV4WJY,1  
 PR #: 1-IF08SQ,1

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

Product Code: FP01-PT01-TB06  
 Product: Fixed Price RTC

**Exhibit 1: Facilities and Accounts**

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
1	2272 FM 878 TEMP	WAXAHACHIE, TX 75165-5165	ELLIS	ONCOR	North Load Zone	1044372000080188	ERCOT_BUS	12/01/2025	05/31/2029
2	2272 FM 878 RADIO	WAXAHACHIE, TX 75165-5165	ELLIS	ONCOR	North Load Zone	10443720000109320	ERCOT_BUS	12/01/2025	05/31/2029
3	204 E JEFFERSON ST	WAXAHACHIE, TX 75165-5165	ELLIS	ONCOR	North Load Zone	10443720000673694	ERCOT_BUS	12/01/2025	05/31/2029
4	933 S COLLEGE ST GRDL	WAXAHACHIE, TX 75165-5165	ELLIS	ONCOR	North Load Zone	10443720004581033	ERCOT_NM	12/01/2025	05/31/2029
5	701 S INTERSTATE HIGHWAY 35 E GRDL	WAXAHACHIE, TX 75165-5165	ELLIS	ONCOR	North Load Zone	10443720004738637	ERCOT_NM	12/01/2025	05/31/2029
6	00600 N BUSINESS I45	PALMER, TX 75152-5152	ELLIS	ONCOR	North Load Zone	10443720004929651	ERCOT_BUS	12/01/2025	05/31/2029
7	00203 FRONT	MAYPEARL, TX 76064-6064	ELLIS	ONCOR	North Load Zone	10443720007493010	ERCOT_BUS	12/01/2025	05/31/2029
8	00701 S INTERSTATE HIGHWAY 35	WAXAHACHIE, TX 75165-5165	ELLIS	ONCOR	North Load Zone	10443720008890180	ERCOT_BUS	12/01/2025	05/31/2029
9	2272 FM 878 BLDG A	WAXAHACHIE, TX 75165-5165	ELLIS	ONCOR	North Load Zone	10443720009207634	ERCOT_BUS	12/01/2025	05/31/2029
10	05265 FM 660	PALMER, TX 75152-5152	ELLIS	ONCOR	North Load Zone	10443720008019405	ERCOT_BUS	12/01/2025	05/31/2029
11	1400 S OAK GROVE RD BARN	ENNIS, TX 75119-5119	ELLIS	ONCOR	North Load Zone	10443720008214225	ERCOT_BUS	12/01/2025	05/31/2029
12	202 CLIFT ST	WAXAHACHIE, TX 75165-5165	ELLIS	ONCOR	North Load Zone	10443720009060973	ERCOT_BUS	12/01/2025	05/31/2029
13	2272 FM 878 BLDG B	WAXAHACHIE, TX 75165-5165	ELLIS	ONCOR	North Load Zone	10443720009207665	ERCOT_BUS	12/01/2025	05/31/2029
14	00402 W FRANKLIN ST GRDL	WAXAHACHIE, TX 75165-5165	ELLIS	ONCOR	North Load Zone	10443720004684914	ERCOT_NM	12/01/2025	05/31/2029
15	01400 S OAK GROVE RD	ENNIS, TX 75119-5119	ELLIS	ONCOR	North Load Zone	10443720004889785	ERCOT_BUS	12/01/2025	05/31/2029
16	113 S COLLEGE ST	WAXAHACHIE, TX 75165-5165	ELLIS	ONCOR	North Load Zone	10443720006590677	ERCOT_BUS	12/01/2025	05/31/2029
17	933 COLLEGE OFC	ITALY, TX 76651-6651	ELLIS	ONCOR	North Load Zone	10443720004132052	ERCOT_BUS	12/01/2025	05/31/2029
18	600 N INTERSTATE 45 BUSINESS GRDL	PALMER, TX 75152-5152	ELLIS	ONCOR	North Load Zone	10443720004465527	ERCOT_NM	12/01/2025	05/31/2029
19	207 S SONOMA TRL	ENNIS, TX 75119-5119	ELLIS	ONCOR	North Load Zone	10443720008975692	ERCOT_BUS	12/01/2025	05/31/2029
20	933 COLLEGE	ITALY, TX 76651-6651	ELLIS	ONCOR	North Load Zone	10443720006909218	ERCOT_BUS	12/01/2025	05/31/2029
21	2272 FM 878 PUMP A	WAXAHACHIE, TX 75165-5165	ELLIS	ONCOR	North Load Zone	10443720009207696	ERCOT_BUS	12/01/2025	05/31/2029
22	2272 FM 878 WHSE	WAXAHACHIE, TX 75165-5165	ELLIS	ONCOR	North Load Zone	10443720000339514	ERCOT_BUS	12/01/2025	05/31/2029

Customer: COUNTY OF ELLIS  
 Effective Date: 05/15/2019  
 Agreement #: 1-IV4WJY,1  
 PR #: 1-IF08SQ,1

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

Product Code: FP01-PT01-TB06  
 Product: Fixed Price RTC

**Exhibit 1: Facilities and Accounts**

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
23	01400 S OAK GROVE RD GRDL 2	ENNIS, TX 75119-5119	ELLIS	ONCOR	North Load Zone	10443720004410533	ERCOT_NM	12/01/2025	05/31/2029
24	701 S INTERSTATE HIGHWAY 35 E ANNEX	WAXAHACHIE, TX 75165-5165	ELLIS	ONCOR	North Load Zone	10443720004561650	ERCOT_BUS	12/01/2025	05/31/2029
25	00000 FM 85 UNIT CELL	ENNIS, TX 75119-5119	ELLIS	ONCOR	North Load Zone	10443720004897194	ERCOT_BUS	12/01/2025	05/31/2029
26	00300 S JACKSON ST	WAXAHACHIE, TX 75165-5165	ELLIS	ONCOR	North Load Zone	10443720006119214	ERCOT_BUS	12/01/2025	05/31/2029
27	00201 MARTIN LUTHER KING JR	MAYPEARL, TX 76064-6064	ELLIS	ONCOR	North Load Zone	10443720008020769	ERCOT_BUS	12/01/2025	05/31/2029
28	00000 PALMER PUMP	PALMER, TX 75152-5152	ELLIS	ONCOR	North Load Zone	10443720008431256	ERCOT_BUS	12/01/2025	05/31/2029
29	2272 FM 878 PUMP B	WAXAHACHIE, TX 75165-5165	ELLIS	ONCOR	North Load Zone	10443720009273075	ERCOT_BUS	12/01/2025	05/31/2029
30	701 S INTERSTATE HIGHWAY 35 E GRDL 2	WAXAHACHIE, TX 75165-5165	ELLIS	ONCOR	North Load Zone	10443720000121491	ERCOT_NM	12/01/2025	05/31/2029
31	01400 S OAK GROVE RD GRDL 1	ENNIS, TX 75119-5119	ELLIS	ONCOR	North Load Zone	10443720004410564	ERCOT_NM	12/01/2025	05/31/2029
32	109 S JACKSON ST	WAXAHACHIE, TX 75165-5165	ELLIS	ONCOR	North Load Zone	10443720008931858	ERCOT_BUS	12/01/2025	05/31/2029
33	300 S JACKSON STE B	WAXAHACHIE, TX 75165-5165	ELLIS	ONCOR	North Load Zone	10443720008938213	ERCOT_BUS	12/01/2025	05/31/2029

Contract Price (\$/KWh):	0.04690
Tolerance Band %:	25
Post Term Charge (\$/Kwh):	0.009

Customer: COUNTY OF ELLIS  
 Effective Date: 05/15/2019  
 Agreement #: 1-IV4WJY,1  
 PR #: 1-IF08SQ,1

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

**Exhibit 2: Monthly Anticipated Consumption (in MWh)**

Delivery Point: North Load Zone

Month	Year	MWh
Dec	2025	779.28
Jan	2026	792.05
Feb	2026	701.90
Mar	2026	742.74
Apr	2026	730.61
May	2026	815.10
Jun	2026	908.32
Jul	2026	955.22
Aug	2026	921.77
Sep	2026	866.45
Oct	2026	814.10
Nov	2026	750.16
Dec	2026	778.36
Jan	2027	791.61
Feb	2027	704.18
Mar	2027	745.30
Apr	2027	729.76
May	2027	818.21
Jun	2027	913.79
Jul	2027	952.26
Aug	2027	923.98
Sep	2027	860.93
Oct	2027	811.96
Nov	2027	751.41
Dec	2027	778.30
Jan	2028	791.12
Feb	2028	729.17
Mar	2028	744.70
Apr	2028	729.47
May	2028	829.87
Jun	2028	919.76
Jul	2028	947.67

Customer: COUNTY OF ELLIS  
 Effective Date: 05/15/2019  
 Agreement #: 1-IV4WJY,1  
 PR #: 1-IF08SQ,1

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

Delivery Point: North Load Zone

Aug	2028	926.25
Sep	2028	853.79
Oct	2028	809.75
Nov	2028	748.94
Dec	2028	777.04
Jan	2029	795.96
Feb	2029	699.50
Mar	2029	743.21
Apr	2029	731.35
May	2029	834.53

**ACKNOWLEDGMENT:**

Customer has reviewed the Account Numbers on this Attachment A for accuracy and completeness and verifies that the facilities and accounts identified on this Attachment A are owned or under its control.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Customer, please check this box if your accounts are tax exempt.  
 If tax exempt, please send your tax exemption certificates to [custserv@na.engie.com](mailto:custserv@na.engie.com)  
 We cannot apply the tax exemption until we receive your certificates.

COPY

Waxahachie  
JUNIOR SERVICE LEAGUE

EST. 1952

P.O. Box 294

Waxahachie, TX 75168-0294

[www.WaxahachieJSL.org](http://www.WaxahachieJSL.org)

May 1, 2019

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

The Waxahachie Junior Service League presents to Ellis County Sheriff's Office, a donation in the amount of \$100.00. Thank you for your efforts to protect the residence of Ellis County.

As acknowledgement of this donation, please provide a statement of financial position for your organization to be kept for our records. As always, we wish you continued success in your organization's endeavors.

Sincerely,



Alyssa Aldrich  
Treasurer  
Waxahachie Junior Service League

5884

WAXA JUNIOR SERVICE LEAGUE

PO BOX 294  
WAXAHACHIE, TX 75168

DATE 5/1/19 88-162/119

PAY

TO THE  
ORDER OF

Ellis County Sheriff's Office

\$ 100.00

One hundred dollars and 00/100

DOLLARS


*[Signature]*  
**COPIED**

⑆005884⑆ ⑆11901629⑆ ⑆13 612 20⑆

Citizens  
National Bank  
Your Bank Since 1868  
1-877-938-4300 • MEMBER FDIC  
www.cnbfortexas.com



3.5

 <b>THOMSON REUTERS</b>	<b>Order Form</b>	<b>Order ID: Q-00468101</b>
Contact your representative cody.miller@thomsonreuters.com with any questions. Thank you.		

**Account Address**  
 Account #: 1003320235  
 ELLIS COUNTY LAW LIBRARY  
 PATRON ACCESS  
 101 W MAIN ST  
 WAXAHACHIE TX 75165-0405 US

**Shipping Address**  
 Account #: 1003320235  
 ELLIS COUNTY LAW LIBRARY  
 PATRON ACCESS  
 101 W MAIN ST  
 WAXAHACHIE TX 75165-0405 US

**Billing Address**  
 Account #: 1003320235  
 ELLIS COUNTY LAW LIBRARY  
 PATRON ACCESS  
 101 W MAIN ST  
 WAXAHACHIE, TX 75165-0405 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

**ProFlex Products**  
 See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$1,447.00	36	5%

**Minimum Terms**

**Online/ Practice Solution/Software/ProFlex Products :** Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

**For Window Products:** Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Post Minimum Terms**

**For Online/Practice Solutions/Software /ProFlex Products:** At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**Automatic Renewal Term for Window Products.** At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

**Miscellaneous**

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Settling a Disputed Balance.** Payments marked 'paid in full', or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN

55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor, and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-government entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**Excluded Charges.** If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf>

**Thomson Reuters General Terms and Conditions,** apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>.

The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Banded Product Subscriptions** You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf> If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

#### **Additional Order Form Terms and Conditions**

#### **Government Non Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**Acknowledgement: Order ID: Q-00468101**

\_\_\_\_\_  
Signature of Authorized Representative for order

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

This Order Form will expire and will not be accepted after 6/23/2019.





# Attachment

# Order ID: Q-00468101

Contact your representative cody.miller@thomsonreuters.com with any questions. Thank you.

### Payment, Shipping, and Contact Information

**Payment Method:**  
Payment Method: Bill to Account  
Account Number: 1003320235  
SA ID: TX CALIR MSA-WEST(TXMS)

**Order Confirmation Contact (#28)**  
Contact Name: CARLA KNEPPER  
Email: carla.knepper@co.ellis.tx.us

**Shipping Information:**  
Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1003320235	ELLIS COUNTY LAW LIBRARY	101 W MAIN ST WAXAHACHIE TX 75165-0405 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
2	Seats	42115621	Pat Acc - National Core for Patron Access
2	Seats	42115635	Pat Acc - Analytical Plus for Patron Access

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
CARLA	KNEPPER	carla.knepper@co.ellis.tx.us	EML PSWD CONTACT
CARLA	KNEPPER	carla.knepper@co.ellis.tx.us	PATRON ACC TECH CONT

IP Address Information					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1	1.1.1.1				

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
41220930	Patron Access Select Concurrent Level 1 States 15-17 points (Westlaw PRO™)

# MECC

*Mobile Express Capital Corporation*

## AGREEMENT for Placement of ATM

The parties to this AGREEMENT for Placement of ATM are:

MOBILE EXPRESS CAPITAL CORPORATION ("MECC"), 2205 W. Division Street Suite C-3 Arlington TX 76012 and:

Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Location Site Placement: Terms listed on Exhibit "B"

Form W-9 Exhibit "C" (Not Applicable)

Type of Establishment: \_\_\_\_\_

In consideration of the mutual obligations of the parties hereto, MECC and Company agree to the following terms regarding MECC's placement of ATMs, which are owned by MECC, upon Company's premises or place of business:

1. **Line Requirements:** The Company agrees to provide a dedicated 115-volt electrical circuit for the installation of the ATM machine. The cost of the telephone line or a ATM communication connection will be paid by MECC.
2. **Initial Requirements:**
  - a. MECC will own and maintain the ATM in operational and good condition; normal wear and tear excluded.
  - b. MECC will also provide currency for the ATM.
  - c. MECC owns the currency in the ATM.
  - d. The Company agrees to notify MECC upon discovery of any ATM malfunction.
  - e. The Company agrees to take all reasonable and prudent precautions to protect the ATM from abuse and neglect.
  - f. The Company will provide the electrical line.
  - g. MECC will provide for the ATM telephone line/communication.
3. **Insurance requirements:** MECC agrees to add the ATM to MECC's contents all-risk insurance coverage.
4. **Landlord's Consent Requirements:** The Merchant agrees and understands that the ownership of the ATM and the currency inside the ATM remain with MECC. The Merchant further agrees to allow MECC rent-free access to the ATM and to remove the ATM without notice if the terms of this AGREEMENT are not satisfied. The signing of this AGREEMENT states that the Merchant is the owner of the real property or otherwise has the authority to allow the installation of the ATM and does not consider it to be a fixture.

5. **Transaction Fee Requirements:** MECC will set the surcharge amount at \$2.50 per valid surcharge cash withdrawal (no customer fee is collected on balance inquires, transfers or rejections). MECC agrees to pay a fee to the Company on the following basis: On each surcharged withdrawal, above the first 100 per month, a site rental fee of Seventy-Five Cents (\$0.75) will be paid on each of the surcharged withdrawals collected per month on the ATM terminal above the floor. This payment will be sent by MECC via US Postal Service by the twenty-fifth day of each month for the prior month's surcharged cash withdrawals. Surcharge fee may be changed by mutual agreement.

EXAMPLE: May 2017 Total Surcharged Withdrawals = 200. Fee paid to site will be 200 surcharged withdrawals -100 (floor), monthly surcharge withdrawals is 100 above the floor 100 x \$0.75 shared with site owner = \$75.00 paid to site owner by June 25<sup>th</sup> 2017.

6. **Term:** The term of this AGREEMENT is Three (3) year and the term automatically renews in Two (2) year periods unless otherwise specified or terminated in writing by either party with forty five (45) days advance notice in writing prior to the end of the present term period. Such notice is to be sent by certified mail to the MECC corporate office. Either party may terminate this AGREEMENT at any time it deems that either party has breached the terms of this AGREEMENT. MECC may remove any ATM that performs less than 150 valid surcharged cash withdrawals per month (based on the previous three-month rolling average) needed to qualify as an economical investment.
7. **Liability Notice:** Under no reason or circumstance is MECC, its officers, directors, owners, employees, agents or investors, or anyone or any company associated or affiliated with MECC, to be held liable for any funds. All funds queries are to be raised with the cardholder's banking institution and CoreData Resources, the transaction Network. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT.
8. **Signs:** Company agrees to allow MECC to display any promotional product that MECC deems necessary for the ATM. Such promotional products will not override the Company's required obligations to comply with corporate image requirements. Company further agrees to allow MECC personnel to print any reports from the ATM to assess the ATM's potential and to make whatever changes may be necessary. MECC reserves solely for itself the right to put signage(s) on the ATM, including but not limited to the "branding name" of the ATM in the name of a financial institution, our Shared Access program or such other services as may be offered from time to time.
9. **Contingency:** Company's compliance with this agreement is contingent upon termination of the any ATM contractual agreement currently in place related to these locations. By executing this AGREEMENT, Company represents that it (a) is the owner of the real property and has consented to the installation of the ATM, or (b) otherwise has the right to allow the placement of the ATM, and (c) Company does not consider it to be a real estate fixture.
10. **Exclusivity:** Company agrees that for the term of this AGREEMENT that MECC shall have the exclusive right to own and operate ATMs inside or outside the locations designated on Exhibit "A".
11. **Binding Effect; Successors and Adjustments.** This Space Lease is binding on the parties and their respective successors and assigns. MECC may assign this space lease at anytime. Company may not assign this Space Lease without the prior written consent of MECC.

**"MECC"**

**"COMPANY"**

**MOBILE EXPRESS  
CAPITAL CORPORATION**

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit "A"**

**ATM Location List**

---

## Exhibit B – Customer Instructions

Terminal ID \_\_\_\_\_

Location Name \_\_\_\_\_

- i. Care must be taken when choosing a location to place an ATM.
  - (a) Cardholders must be able to enter PIN numbers without being observed. Never place an ATM where entry can be recorded by a camera. Some cameras are hidden so questions must be asked about the locations of nearby camera (as in a casino, food market, or convenience store)
  - (b) Do not place ATM facing a window where outside foot traffic can record or observe PIN entry or removal of cash.
  - (c) ATM must be placed where the cardholder has at least a minimum of privacy and light when completing a transaction.
- ii. Instruct employees to never request a PIN number or give assistance in entering a PIN number. If a customer has difficulty using the ATM, instruct them to call the bank that issued the card or the number provided on the ATM for operational difficulties.
- iii. ATMs will be operated in its intended manner and environment.
  - (a) Devices manufactured for inside use only, will not be used outside.
  - (b) Devices will only be operated in their intended manner by dispensing U.S. currency
- iv. Customer must be instructed not to move the machine without assistance from the registered ISO.
- v. Customer must be instructed to notify the ISO if there is a change in ownership of the Customer.
- vi. If the Customer owns the machine, he may not sell it to another party and must be instructed that to do so will immediately void all agreements.
- vii. Key Custodian – If the Customer acts as a key custodian they must read, understand and sign the key custodian agreement. The ISO must keep the agreement in the Customer file. Key Components may not be sent to a Customer to activate a machine. The Customer may act as a custodian with a qualified employee or technician to activate the ATM. While this could technically violate the requirement that there not be any undue influence, the Temporary Custodian Agreement requires the Customer's signature attesting that they understand their responsibilities.
- viii. First line maintenance – Card holder information. If the Customer replaces the transaction tape, the used tape must be stored in a secure location to prevent compromise of cardholder information. The transaction tape must be kept for 2 years.
- ix. Other first line maintenance responsibilities. The ISO has complete responsibility if the Customer has access to the machine. This includes tampering with the ATM, key components, handling cash, or placing the Customers own cash in the machine (money laundering).
- x. If Customer is allowed to purchase or lease the ATM, the ISO must obtain confirmation that the Customer understands all obligations concerning ATM ownership. Including but not limited to:

- (a) Cash supply,
- (b) Transaction tape retention and storage,
- (c) ATM maintenance,
- (d) ATM Security

**Please sign and date to acknowledge receipt of these instructions.**

**X** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Title :** \_\_\_\_\_



3.7  
**DEFENSE LOGISTICS AGENCY  
DISPOSITION SERVICES  
74 WASHINGTON AVENUE NORTH  
BATTLE CREEK, MICHIGAN 49037-3092**

**Law Enforcement Support Office (LESO)  
Application for Participation / Authorized Screeners Letter**

• **Indicates Required Fields**

*(This form is for State/Local Law Enforcement Agencies only)*

**SECTION 1:**

\*Originating Agency Identifier (ORI) Number (if applicable) **TX0700000**

\*Agency Name: **Ellis County Sheriff's Office**

\*Agency Physical Address: **300 S. Jackson St.** \*City: **Waxahachie**

\*NCIC P.O. Box or address (if different than above i.e. Terminal Location):

\*Phone #: **972-825-4901** Fax #: **972-825-4927**

\*State: **TX** \*Zip Code: **75165** \*Email: **mitch.bartley@co.ellis.tx.us** Note: Email is needed for automated system notifications.

Agency **MUST** have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field **MUST** be filled in: N/A, 0 or - is acceptable.

\*Full-time: **85** \*Part-time: **5**

**RTD Screener - RTD Screeners must be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency **MUST** have at least 1 RTD Screener.**

#1	Chief Deputy	Mitch	Bartley
	*Official Title / Rank	*First Name	*Last Name
	mitch.bartley@co.ellis.tx.us	972-825-4911	POC/vehicles
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#2	Operations Captain	Johnnie 'Chris'	Hamilton
	*Official Title / Rank	*First Name	*Last Name
	chris.hamilton@co.ellis.tx.us	972-825-4991	small arms.vehicl
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#3	Support Services Capt	Alex	Zurfas
	*Official Title / Rank	*First Name	*Last Name
	alex.zurfas@co.ellis.tx.us	972-825-4921	small arms
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#4	Sheriff	Charles	Edge
	*Official Title / Rank	*First Name	*Last Name
	charles.edge@co.ellis.tx.us	972-825-4905	aircraft
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)

**SECTION 2:**

**RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY**

**Law Enforcement Agency/Activity** - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: 1. Chief Law Enforcement Official (CLEO) changes, 2. Agency physical address changes or 3. RTD Screener additions/deletions.

- \*(Check only one):
- I am signing this document as the CLEO of this law enforcement agency.
  - In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide current department policy or Memorandum that provides such signature authority to the individual holding that official position.

*By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustanment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.*

Sheriff

\*TITLE

Charles Edge

\*PRINTED NAME: FIRST & LAST



\*SIGNATURE

Charles.edge@co.ellis.tx.us

\*EMAIL

5-17-19

\*DATE

**SECTION 3:**

**RESERVED FOR STATE COORDINATORS OFFICE USE ONLY**

As the State Coordinator/ State Point of Contact it has been determined that the agency meets the definition of a "Law Enforcement Agency/Activity" as described in section 2. I certify that all information contained in this application is valid and accurate.

Mike Lesko

\*PRINTED NAME FIRST & LAST

[Signature box]

\*SIGNATURE

[Date box]

\*DATE

**SECTION 4:**

**RESERVED FOR LESO USE ONLY**

**NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL:** Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

\*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC: [ ]

\*LESO Authorized Signatory: [ ]

\*SIGNATURE

\*Screener letter is valid one year from this date: [ ]

Note: Once this screener letter has expired, agency can request a new screener letter (LESO AUTHORIZATION SCREENER LETTER, v.MARCH 2018) only through their SC/SPOC.

LESO Notes: [ ]

**STATE PLAN OF  
OPERATION BETWEEN THE  
STATE OF TEXAS**

**AND THE Ellis County Sheriff's OPffice**

---

**I. PURPOSE**

This State Plan of Operation (SPO) is entered into between the State of Texas and the Ellis County Sheriff's OPffice, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DoD) personal property transferred under 10 U.S.C. § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

**II. AUTHORITY**

The Secretary of Defense is authorized by 10 U.S.C. § 2576a to transfer to Federal and State/Territory Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary. The Secretary of Defense has delegated authority for management of this Program to the Defense Logistics Agency (DLA). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is known as the Law Enforcement Support Program and commonly referred to as the "LESO Program" or "1033 Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

**III. GENERAL TERMS AND CONDITIONS**

**A. Operational Authority**

The Governor of the State of Texas has designated in writing with an effective date of August 31, 2018 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program is provided by the Department of Public Safety of the State of Texas.

The provided funding is used to support assistance to the LEAs with customer service to include computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Mike Lesko

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N. Lamar Blvd, Austin, Texas 78752

E-Mail / Contact Phone Numbers: txlesoprogram@dps.texas.gov (512) 424-7590

Hours of Operation: 7:00 am – 5:00 pm

- B. All property is transferred and the recipient (*LEA name*) Ellis County Sheriff's OPffice agrees to accept property on an as-is, where-is basis. The DLA has final authority to determine the type, quantity, and allocation of excess DoD personal property suitable for law enforcement activities.
- C. This agreement creates no entitlement to the State or Territory to receive excess DoD personal property. DLA retains the right to recall any property during the period that it is conditionally transferred.
- D. The (*LEA name*) Ellis County Sheriff's OPffice understands that property made available under this agreement is for the use of authorized program participants only. Authorized participants who receive property from the LESO Program will not loan, donate, or otherwise provide property to other groups or entities that are not otherwise authorized to participate in the Program. Authorized participating agencies may, with prior approval from the State/Territory on a temporary basis, conditionally loan property to another participating agency as their mission requires, utilizing an Equipment Custody Receipt (ECR). Property temporarily loaned will be returned to the LEA responsible for the accountability. All requests for property will be based on bona fide law enforcement requirements.
- E. Controlled property (equipment) includes any property that has a Demilitarization (DEMIL) Code of B, C, D, E, F, G, and Q3.

To receive such property, on an annual basis the LEA will certify (Ref: 10 U.S. Code § 2576a):

- 1) That it has obtained the authorization of the relevant Civilian Governing Body Official (city council, mayor etc.) to participate in the program.
- 2) That it has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
- 3) That it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property.

- F. The (*LEA name*) Ellis County Sheriff's OPffice will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss

or theft.

- G. Upon approval of written requests, cannibalization may be performed on approved aircraft, armored vehicles, and High Mobility Multipurpose Wheeled Vehicles (HMMWVs). Requests will be submitted in writing to the State and approved by the LESO for approval. The cannibalized end item must be returned to DLA Disposition Services within the allotted timeframes determined by the LESO.
- H. The LESO conditionally transfers all excess DoD property to States/Territories/LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the DoD in perpetuity and will not be relinquished to the States/Territories/LEAs. When the States/Territories/LEAs no longer have a legitimate law enforcement use for controlled property, the States/Territories/LEAs will notify the LESO and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the DLA at any time.
- I. Property with a DEMIL Code of "A" and "Q" with an Integrity Code of "6" (Q6) is also conditionally transferred to the State/LEA, yet controlled for one year from the ship date. However, after one year from the ship date, the DLA will relinquish ownership and title to the State/Territory/LEA. Prior to this date, the State/Territory/LEA remains responsible for the accountability and physical control of the item(s) and the Program retains the right to recall the property.
- 1) Property with DEMIL Codes of "A" and "Q6" will be placed in a closed status on the LEA's LESO inventory upon meeting the one year mark.
  - 2) Once closed, the property is no longer subject to the annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
  - 3) Ownership and title of DEMIL "A" and "Q6" items that have been closed will pass from the DoD to the LEA one year from the ship date, without issuance of any further documentation.
  - 4) LEAs receive title and ownership of DEMIL "A" and "Q6" items as governmental entities. Title and ownership of DEMIL "A" and "Q6" property does not pass from DoD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State/Territory and local laws that govern public property. Sales or gifting of DEMIL "A" and "Q6" property after one year from the ship date in a manner inconsistent with State/Territory or local law may constitute grounds to deny future participation in the LESO Program.
  - 5) An SF 97 form will be provided upon physical transfer for vehicles. Recipients are authorized to make upgrades to vehicles during the one year conditional period. Full title to DEMIL "A" and "Q6" property, including vehicles, will vest in the recipient after one year if all other requirements of this agreement have been met. After the one year period DEMIL "A" and "Q6" items may be transferred, cannibalized for usable parts, sold, donated or scrapped.
- J. LEAs are not authorized to transfer any property on their inventory without State and LESO notification and approval. Property will not physically move until the LESO approval process is

complete.

- K. Certain controlled equipment will have a documented chain of custody (e.g., Equipment Custody Receipt [ECR] or equivalent), including a signature of the recipient. Controlled equipment requiring a chain of custody are: small arms, aircraft, high profile vehicles, optics, robots, and small arm's parts/accessories. It is encouraged to utilize ECRs for all controlled equipment. Regarding ECRs during a LESO PCR, see section VI, A, 4.
- L. Sale or transfer of DEMIL Codes "A" or "Q6" property after the one year conditional holding and utilization period to non-LEA participants will be executed in compliance with U.S. Export Control Regulations.
- 1) Excess personal property may be export-controlled, regardless of the assigned DEMIL Code and regardless of the Department or Agency that donates the property.
  - 2) DEMIL Codes are not a substitute for export controls. They do not provide information on the export control requirements for an item.
  - 3) The Transferee is responsible for complying with U.S. Export Control Laws and Regulations, including the Export Administration Regulations (EAR) (15 C.F.R. Pts. 730-774) and the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Pts. 120-130).
    - a) This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.
    - b) The responsibility includes, but is not limited to, determining the subsequent transferee's eligibility to receive such items in accordance with U.S. Export Control Laws and Regulations.
    - c) Information on the EAR and ITAR are at: <https://www.bis.doc.gov/index.php> and <https://www.pmdtc.state.gov/index.html>.
    - d) Tips:
      - i. If Transferee has doubts about which regulation governs control of the item, they may submit a commodity jurisdiction request to the Department of State, Directorate of Defense Trade Controls to determine whether it is subject to the ITAR or EAR. Information on commodity jurisdiction requests can be found at: [http://www.pmdtc.state.gov/commodity\\_jurisdiction/index.html](http://www.pmdtc.state.gov/commodity_jurisdiction/index.html).
      - ii. If Transferee is sure the item is subject to the EAR, but needs help determining the correct Export Control Classification Number (ECCN), they may submit a commodity classification request to the Department of Commerce, Bureau of Industry and Security (BIS). Information on classification requests can be found at: <https://www.bis.doc.gov/index.php/licensing/commerce-control-list-classification/classification-request-guidelines>

- iii. For items subject to the EAR: Transferee is cautioned that prior to sale or transfer of items they should be familiar with their customer and intended end use of the items. Transferees must check prospective Transferees/buyers to ensure they are not on the Department of Commerce List of Parties of Concern (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>) and the transfer/sale complies with the EAR, including 15 C.F.R. Pt. 736. BIS Export Compliance Guidelines are at: <https://www.bis.doc.gov/index.php/forms-documents/pdfs/1641-ecp/file>
- 4) The Transferee must notify all subsequent buyers or Transferees in writing, of their responsibility to comply with U.S. Export Control Laws and Regulations.
- 5) *Definition.* “Export-controlled items,” as used in this statement of compliance, means items subject to the Export Administration Regulations (EAR) (15 C.F.R. Pts. 730-774) or the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Pts. 120-130). The term includes:
  - a) “Items,” defined in the EAR 15 C.F.R. Pt.772.1. as “commodities”, “software”, and “technology.”
  - b) “Defense Articles, Defense Services, and related Technical Data defined in the ITAR, 22 C.F.R. Pt. 120.

#### IV. ENROLLMENT

- A. An LEA will have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/academies may be authorized to participate in the program given the primary function is the training of bona fide State/Territory and Local law enforcement officers. Law enforcement training facilities/academies will be reviewed and approved for participation on a case-by-case basis via concurrence of DLA Disposition Services, DLA General Counsel, and DLA J349.
  - 1) The LEA will submit an updated Application Packet to the State Coordinator’s office no later than September 1 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
  - 2) Once approved for participation in the program, at least one of the LEA’s authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at a location determined by the State Coordinator’s office. Screeners who may have been previously employed by and screeners for other LEAs, might still be required to attend training as this training qualifies the agency, not the individual.
  - 3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA’s possession. If the new CLEO does not wish to be responsible for existing property, they will notify the State Coordinator’s office in writing that they wish to return the

property to their assigned Disposition Site and/or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

- B. Unauthorized Participants. Nongovernmental law enforcement entities such as private railroad police, private security, private academies, correctional departments and prisons, or security police at private schools or colleges. Fire departments, by definition, are ineligible for the Law Enforcement Support Program.
- C. The State will:
- 1) Establish and implement the LESO Program eligibility criteria in accordance with 10 U.S.C. § 2576a, DLA Instructions and Manuals regarding the LESO Program, and this SPO.
  - 2) Receive and process applications for participation from eligible LEAs within their state.
  - 3) Collect originating agency identifier code for all new, reactivation (whether voluntary separation or termination), and otherwise suspicious applications. Originating agency identifier will be coordinated with DLA Office of the Inspector General (OIG) for validation against the Federal Bureau of Investigation's National Crime Information Center database.
  - 4) Ensure only authorized LEA applications for participation are submitted to the Program for approval. Applications are required by the LESO Standard Operating Procedures (SOP) to be submitted within 30 days of both the CLEO's and the State's/Territory's approved signature and date.
  - 5) Validate the authenticity of the LEAs within their State/Territory that are applying for participation. If the State/Territory forwards an unauthorized participant application, this may result in a formal suspension of the State/Territory.
  - 6) Determine the qualifications of a full-time law enforcement officer.
  - 7) Have sole discretion to disapprove LEA applications on behalf of the Governor of their State/Territory. The LESO should be notified of any applications disapproved at the State/Territory level. The State/Territory will only forward and recommend/certify LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval/disapproval authority for all LEA applications forwarded by the States/Territories.
  - 8) Ensure LEAs enrolled in the Program update the LEA's account information annually, or as needed. This may require the LEA to submit an updated application. Updated applications are required to be submitted for, but are not limited to, the following reasons: a change in CLEO, the addition or removal of a screener, and/or a change in the LEA's address or contact information.
  - 9) Provide a comprehensive overview of the Program to all LEAs once they are approved for enrollment. This comprehensive overview will be done within 30 days of an LEA

receiving the LESO's approval to participate.

- 10) Ensure that screeners of property are employees of the LEA. A screener may only screen property for two Law Enforcement Agencies. Contractors may not conduct screening on behalf of the LEA.
- 11) Ensure at least one person per LEA maintains access to the Federal Excess Property Management Information System (FEPMIS), or current property accounting system. Account holders will be employees of the LEA.

## **V. ANNUAL INVENTORY REQUIREMENTS**

A. Per the DLA Instructions and Manuals regarding the LESO Program and this SPO, each State/Territory is required to conduct an annual physical inventory certification of all property on the inventory. Annual inventories start on October 1 of each year and end November 30 of each year.

- 1) DEMIL "A" and "Q6" property records will not be closed during the annual inventory.

B. The State will:

- 1) Receive and validate incoming certified inventories and reconcile inventories from the LEAs.
- 2) Ensure LEAs validate and provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all aircraft, armored vehicles, small arms and other unique items, as required.
- 3) Suspend a LEA as a result of the LEA's failure to properly submit certified inventories, according to the aforementioned requirements.

C. The LEA will:

- 1) Complete and certify the annual physical inventory as required for continued participation in the program.
- 2) Adhere to additional annual certification requirements as identified by the LESO. All inventories and certification statements will be maintained on file indefinitely.
  - a) The State requires each LEA to submit certified inventories for their agency by November 30 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory DLA LESO Program property in their possession and submit their certified inventories to their State Coordinator.
  - b) In addition to the certified inventories, the LESO requires photographs for all High-profile commodities identified as aircraft, armored vehicles, small arms, and other unique items as required, received through the Program.

- i. The LESO requires a side and data plate photo for aircraft and vehicles that are serial number controlled, received through the Program.
  - ii. The LESO requires serial number photos for each small arm received through the Program.
- c) LEAs that fail to submit the certified annual inventory by November 30 may be suspended from operations within the Program. When a LEA is suspended, a Corrective Action Plan (CAP) will need to be submitted to the State and LESO identifying all actions taken to correct the deficiencies. Further failure to submit the certified annual inventory may result in a LEA's termination.
- 3) Be aware that High-profile commodities (aircraft, armored vehicles and small arms) and other property may be subject to additional controls.
  - 4) Ensure that an approved current SPO is uploaded in FEPMIS.

## **VI. PROGRAM COMPLIANCE REVIEWS**

- A. The LESO conducts a PCR for each State/Territory that is enrolled in the LESO Program every two (2) years. The Program reserves the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/Territory. LESO PCRs are performed in order to ensure that State Coordinators, SPOCs, and all LEAs within a State/Territory are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instruction and Manuals regarding the LESO Program, and this SPO.
- 1) If a State/Territory and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within his/her State/Territory.
  - 2) If a State/Territory and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the Program operations within the State/Territory and/or LEA.
  - 3) States/Territories and/or LEAs which fail a program compliance review will be suspended for a minimum of 60 days and will not be reinstated until DLA conducts a re-inspection on the State/Territory and the State/Territory and/or LEA successfully passes the inspection.
  - 4) During a LESO PCR, it is the Program's intent to physically inventory 100% of property selected for review at each LEA. The use of ECRs in lieu of physical inspection is discouraged during PCRs.

B. The State/Territory will:

- 1) Support the LESO PCR process by:

- a) Coordinating and forwarding completed PCR daily events schedule to the selected LEAs to be reviewed.
  - b) Contacting LEAs selected for review via phone and email to ensure they are aware of the PCR schedule and prepared for review.
  - c) Receiving inventory selections from the LESO and forwarding them to the selected LEAs.
  - d) Ensuring the LEA Points of Contact (POCs) gather the selected items in a central location to ensure the LESO can efficiently inventory the items.
  - e) Providing additional assistance to the LESO as required, prior to, during, and upon completion of the PCR.
- 2) Conduct internal PCRs of LEAs participating in the Program in order to ensure accountability, program compliance, program eligibility and validate annual inventory submissions are accurate. The State/Territory will ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his/her State/Territory is completed annually. Results of internal PCRs will be kept on file at the State Coordinator's Office.
- a) The internal PCR will include, at minimum:
    - i. A review of the SPO signed by both parties, ensuring that the SPO is uploaded into the Station Management Utility within FEPMIS.
    - ii. A review of the LEA's application/screener letter.
    - iii. A physical inventory of DLA LESO Program property selected for review at each LEA.
    - iv. A specific review of each selected LEA's files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), or other pertinent documentation as required.
    - v. Review and confirm authenticity and eligibility of the LEA.
  - b) For uniformity purposes, the State/Territory will utilize a PCR checklist provided by the LESO, or equivalent.
  - c) In cases that require a repossession or turn-in of property, the State/Territory and/or LEA will bear all expenses related to the repossession and/or turn-in/transfer of DLA LESO Program property to the appropriate DLA Disposition Services site.

## **VII. REPORTING REQUIREMENTS FOR LOST, STOLEN, OR DESTROYED DLA LESO PROGRAM PROPERTY**

- A. All property Lost, Stolen or Destroyed (LSD), carried on a LEAs current inventory, must be reported to the LESO.
- 1) LSD controlled property must be reported to the LESO within 24 hours. The LEA may be required to provide the following:
    - a) A comprehensive police report
    - b) A National Crime Information Center (NCIC) report/entry
  - 2) The State/Territory will provide the contact information for the Civilian Governing Body over the LEA involved, to include: Title, Name, Email and mailing address.
  - 3) LSD property with a DEMIL Code of "A" and "Q6" must be reported to the LESO within seven days.
  - 4) All LEAs participating in the program will agree to cooperate with investigations into LSD by the DLA OIG.
  - 5) A DD 200 Form, Financial Liability Investigation for Property Loss (FLIPL) will be required to be submitted to the LESO for all unaccounted for property.
- B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

## **VIII. AIRCRAFT AND SMALL ARMS**

- A. All aircraft are considered controlled property, regardless of DEMIL Code. The SPO will ensure that all LEAs and all subsequent users are aware of, and agree to provide, all required controls and documentation in accordance with applicable laws and regulations for these items.
- B. LEAs no longer requiring small arms issued through the LESO Program will request authorization to transfer or turn-in small arms. Transfers and turn-ins will be forwarded and endorsed by the State/Territory, and approved by the LESO. Small arms will not physically move until the LESO provides official notification that the approval process is complete.

When returning small arms to Anniston Army Depot, LEAs are required to:

- 1) Provide the 1348-1A turn in document that has been approved through the LESO.
- 2) Provide an appointment letter signed by the CLEO, or their designee, appointing the certifier and verifier to that position (found on the LESO website).
- 3) Provide the inert certificate that has been signed by a qualified certifier and verifier.

- 4) Insert a flag safety or chamber flag into the chamber for visual verification that the small arm is clear of ammunition.
  - 5) The aforementioned documentation will be placed in a packing slip affixed to the outside of the shipping container. A duplicate set of documents will be placed inside the shipping container.
- C. Small arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate small arm(s) with the correct, specified serial number(s). Small arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt; this Custody Receipt obtains the signature of the officer/deputy responsible for the small arm.
- D. Modifications to small arms are authorized. All parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposal. If the modified small arm is transferred to another LEA, all parts must accompany the small arm to the receiving LEA.
- E. Weapon Accountability. Law enforcement agencies that have multiple instances of a missing, lost, or stolen LESO Program small arm within a five year window will be assessed by DLA Disposition Services to determine if a systemic problem exists.
- 1) First Instance of Loss/theft: Will result in a 60 day minimum suspension.
  - 2) Second Instance of Loss/theft: Will result in a 180 day minimum suspension.
  - 3) Third Instance of Loss/theft: Will result in a 240 day minimum suspension. DLA Disposition Services will submit a formal assessment presenting all the facts of the instances of loss, relevant data, and evidence as to whether a systemic problem exists to DLA J34 for review and coordination. DLA Disposition Services will recommend potential disciplinary actions which could include recalling the agency's loaned small arms or termination from the Program.
- F. Aircraft and small arms will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and will be returned to the LESO at the end of their useful life.

## **IX. RECORDS MANAGEMENT**

- A. The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the DEMIL Codes. All documents concerning property record will be retained.
- 1) Property records for items with DEMIL Codes of "A" and "Q6" will be retained for two calendar years from the date the property is removed from the LEA's property book before being destroyed.

- 2) Property records for controlled property will be retained for five calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 3) Environmental Property records will be retained for 50 years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
- 4) LESO Program files will be segregated from all other records.
- 5) All property records will be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A for approved requests for transfers, turn-ins, requisitions, and any other pertinent documentation and/or records associated with the LESO Program (e.g., approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1).

## **X. LESO PROGRAM ANNUAL TRAINING**

- A. 10 U.S.C. § 280 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, will conduct an annual briefing of law enforcement personnel of each State/Territory (including law enforcement personnel of the political subdivisions of each State/Territory). The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.
- B. The State will organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.
- C. The State/Territory will ensure at least one representative (such as the State Coordinator or SPOC) attend the annual training that LESO conducts.

## **XI. PROPERTY ALLOCATION**

- A. The State Will:
  - 1) Upon receipt of a valid LEA request for property through the DLA Disposition Services RTD Website, give a preference to those requisitions indicating that the transferred property will be used in the counter-drug/counter-terrorism or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEA inventory and LEA justifications for property.
  - 2) The State and the LESO reserves the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated. Quantity exceptions may be granted on a case-by-case basis by the LESO based on the justification provided by the LEA. Currently, the following allocation limits apply:
    - a) Small Arms: one of each type for every qualified officer, full-time/part-time;

- b) HMMWVs/Up-Armored HMMWVs: one vehicle for every three officers;
  - c) MRAPs/Armored Vehicles: two vehicles per LEA;
  - d) Robots: one of each type for every 25 officers
- 3) Additional justification may be required for small arms and armored vehicles. The LESO reserves final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DoD property.
  - 4) Access the DLA Disposition Services RTD Website at a minimum of once daily (Monday - Friday) to review/process LEAs' requests for excess DoD property.

**B. The LEA will:**

- 1) Ensure an appropriate justification is submitted when requesting excess DoD property via the DLA Disposition Services RTD Website.
- 2) Access the Texas LESO website for timely and accurate guidance, information, and links concerning the LESO Program and ensure that all relevant information is reviewed.
- 3) When requesting property for counter-drug/counter-terrorism or border security activities, provide a justification that specifies that the property will be used for such activities.
- 4) Maintain access to FEPMIS to ensure the LEA is properly maintaining their property books, to include, but not limited to, transfers, turn-ins, and disposal requests.
  - a) FEPMIS account holders must be employees of the LEA.

**XII. PROGRAM SUSPENSION & TERMINATION**

- A. The State/Territory/LEA is required to abide by the terms and conditions of the DLA MOA and SPO in order to maintain active status.
- B. If a State Coordinator or LEA fails to comply with any terms of the DLA MOA, Federal statute or regulation, SPO, or a State MOA, the State and/or LEA may be placed on restricted status, suspended, and/or terminated from the Program. All suspension or termination notifications will be in writing and will identify remedial measures required for reinstatement, if applicable.
  - 1) Suspension: A specified period of time in which an entire State/Territory or identified LEA(s) is prohibited from requesting and receiving additional property through the Program. Additional requirements for remedial action may also be placed on suspended activities, to include return of all or specifically identified controlled property. Suspensions will be for a minimum of 60 days.
  - 2) Termination: Removal of a LEA or State from participating in the Program. The State Coordinator and/or identified LEAs will transfer or turn-in all controlled property previously received through the Law Enforcement Support Program at the expense of

the State and/or the LEAs.

- 3) **Restricted Status:** A specified period of time in which a State/Territory or LEA is restricted from receiving an item or commodity due to isolated issues with the identified commodity. Restricted status may also include restricting an agency from all controlled property. Restricted status is commonly used for agencies that have active consent decrees from the Department of Justice.

C. The State will:

- 1) Suspend LEAs for a minimum of 60 days in all situations relating to the suspected or actual abuse of DLA LESO Program property or requirements and/or repeated failure to meet the terms and conditions of this SPO. Suspension may lead to termination.
- 2) Coordinate with the LESO, who will have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) Issue corrective action guidance in coordination with LESO and the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property to include the LEA's CAP.
- 5) Suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any terms of the SPO, the DLA Instruction and Manuals regarding the LESO Program, any Federal statute or regulation, or this State Plan of Operation.
- 6) In the event of a LEA termination, make every attempt to transfer the DLA LESO Program property of the terminated LEA to an authorized State/Territory or LEA, as applicable, prior to requesting a turn-in of the property to the appropriate DLA Disposition Services location.
  - a) In cases relating to an LEA termination, the LEA will have 90 days to complete the transfer or turn-in of all DLA LESO Program property in their possession.
- 7) Notify the LESO and initiate an investigation into any questionable activity or action involving DLA LESO Program property issued to an LEA that comes to the attention of the State/Territory, and is otherwise within the authority of the Governor/State/Territory to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on suspension or termination of the LEA to the LESO. States/Territories, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time and for any reason.
- 8) Request that the LESO suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any term of this SPO, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.

- 9) Implement State level LEA suspensions and notify the LESO if a LEA fails to comply with any term of this SPO, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.
- 10) Initiate corrective action to rectify suspensions and/or terminations placed upon the State for failure to meet the terms and conditions of the LESO Program.
- 11) Make contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by the timeframe provided by the LESO.
- 12) Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding LEA DLA LESO Program property. The State/Territory must submit all documentation to the LESO upon receipt.
- 13) Provide documentation to the LESO when actionable items are rectified for the State and/or LEA(s).
- 14) Provide a written request to the LESO for reinstatement of an LEA via the State Coordinator or SPOC(s) for full participation status at the conclusion of a suspension period.
- 15) Provide a written request to the LESO for reinstatement of the State via the Governor for full participation status at the conclusion of a suspension period.

D. The LEA will:

- 1) In the event of the LEA termination, make every attempt to transfer the DLA LESO Program property to an authorized participating LEA, as applicable, prior to requesting a turn-in of the property to the approved DLA Disposition Services location.
  - a) In cases of a State termination, the State will have 120 days to complete the transfer or turn-in of all DLA LESO Program property in their State.
  - b) In cases relating to an LEA termination, the LEA will have 90 days to complete the transfer or turn-in of all DLA LESO Program property in their possession.

### **XIII. AMMUNITION**

A. DLA in support of the United States Army will aid in allocating ammunition to LEAs.

- 1) U.S. Army will issue approved transfers directly to the LEA. LEAs are responsible for funding all costs associated with the packing and shipping of ammunition and will make reimbursements directly to the U.S. Army.
- 2) All ammunition obtained via the Law Enforcement Support Program will be for training purposes only. At the time of request, LEAs will certify in writing that the ammunition will

be used for training purposes only. Ammunition will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained through the Program will not be sold.

- 3) Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during compliance reviews.
- 4) DLA Disposition Services will track and preserve necessary records of ammunition transferred to a LEA and will post all agency requests, approvals, and denials on the public web-page.

#### **XIV. COSTS & FEES**

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program are the sole responsibility of the LEA. In the event a LEA is dissolved or disbanded and no civilian governing body exists, the State Coordinator's office will, on a case-by-case basis, coordinate the transfer or turn-in of all assigned property.

#### **XV. NOTICES**

Any notices, communications, or correspondence related to this agreement will be provided by E-mail, the United States Postal Service, express service, or facsimile to the appropriate DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

#### **XVI. ANTI-DISCRIMINATION**

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as implemented by DOD regulations 32 C.F.R. Pt. 195.
- 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 C.F.R. Pt. 90.
- 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 U.S.C. 794), as implemented by Department of Justice regulations in 28 C.F.R. Pt. 41 and DOD regulations at 32 C.F.R. Pt. 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory

business agreement between the State and the DOD.

## **XVII. INDEMNIFICATION CLAUSE**

- A. The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO Program. Self-insurance by the State/LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO Program. It is recognized that State and local law generally limit or preclude State Coordinators/LEAs from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA will indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.
- B. LEAs are not required to maintain insurance on controlled property, aircraft or other items with special handling requirements that remain titled to DoD. However, LEAs must be advised that if they elect to carry insurance and the insured property is on the LESO inventory at the time of loss or damage, the recipient must submit a check made payable to DLA for any insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

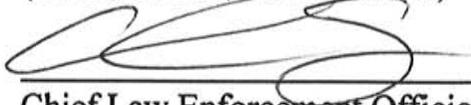
## **XVIII. TERMINATION**

- A. This SPO may be terminated by either party, provided the other party receives 30 days' notice, in writing, or as otherwise stipulated by Public Law.
- B. The undersigned State Coordinator, CLEO and Civilian Governing Body official hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. The authorized signatories of the parties have executed this agreement as of the last date written below.

Charles Edge

Type / Print Chief Law Enforcement Official Name  
(Chief, Sheriff, Constable etc)



Chief Law Enforcement Official Signature

05/08/2019

Date (MM/DD/YYYY)

Todd Little

Type/Print Civilian Governing Body Official  
(Mayor, City Manager, County Judge etc)

\_\_\_\_\_  
Civilian Governing Body Official Signature

05/08/2019

Date (MM/DD/YYYY)

Mike Lesko

Type / Print State Coordinator Name

\_\_\_\_\_  
State Coordinator Signature

\_\_\_\_\_  
Date (MM/DD/YYYY)

3.8

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 39			
2. CONTRACT NO. W9126G19P0095		3. AWARD/EFFECTIVE DATE 11-May-2019		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G19Q0024		6. SOLICITATION ISSUE DATE 21-Feb-2019	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SUPHAKIT AREEYAT			b. TELEPHONE NUMBER (No Collect Calls) 817-886-1025		8. OFFER DUE DATE/LOCAL TIME 12:00 AM 29 Mar 2019		
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) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 922120 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO BARDWELL PROJECT OFFICE JEREMY SPENCER 4000 OBSERVATION DRIVE ENNIS TX 75119-9563		CODE 967419		16. ADMINISTERED BY  <b>SEE ITEM 9</b>					
17a. CONTRACTOR/OFFEROR ELLIS, COUNTY OF LT. WESS WINN 101 W MAIN ST STE 104 WAXAHACHIE TX 75165-0405 TELEPHONE NO. 972-825-4921		CODE 4AJA8		FACILITY CODE		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER MILLINGTON ATTN: CEFC-AO-P 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		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)  \$21,839.36			
<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 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 type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 9 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE				
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) LaVonne D. Lee / Contract Specialist TEL: 817-886-1161 EMAIL: lavonne.d.lee@usace.army.mil			31c. DATE SIGNED 11-May-2019	

**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 ( <i>YY/MM/DD</i> )

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job	\$21,839.36	\$21,839.36

FY19 CILE Ellis County  
FFP

FY19 Contract for Increased Law Enforcement (CILE) at Bardwell Lake lying within Ellis County for the purposes of enforcement of State and local criminal and civil laws. 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.

Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO) or an Administrative Contracting Officer (ACO)), acting within their appointed 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. Proceeding with any work not authorized by the Contracting Officer will be at the Contractor's own risk.

FOB: Destination

NET AMT \$21,839.36

ACRN AA \$21,839.36  
CIN: W45XMA903671830001

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 17-MAY-2019 TO 02-SEP-2019	N/A	BARDWELL PROJECT OFFICE JEREMY SPENCER 4000 OBSERVATION DRIVE ENNIS TX 75119-9563 (972) 875-5711 FOB: Destination	967419

### ACCOUNTING AND APPROPRIATION DATA

AA: 096 NA X 2019 3123 000 0000 CCS: 210 M2 2019 08 2455 000930 96412 2540 2G470H NA 253F6H  
AMOUNT: \$21,839.36

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	W45XMA903671830001	\$21,839.36

### PWS

#### **PERFORMANCE WORK STATEMENT (PWS) Increased Law Enforcement Services, Ellis County Bardwell Lake 2019**

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 17 May through 2 September, 2019, for a total of 304 patrol hours, further specified in Appendices A, B, and C to this PWS. Effective start date is 17 May 2019, **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 5<sup>th</sup> 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 Contractor Travel (Not Applicable)

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 Attachments:

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.	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**

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

**APPENDIX A  
PATROL SCHEDULE  
2019**

# MAY 2019

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17 3:00PM - 11:00PM 8 hrs	18 3:00PM - 11:00PM 8 hrs	19
20	21	22	23	24 3:00PM - 11:00PM 8hrs	25 3:00PM - 11:00PM 8 hrs	26 3:00PM - 11:00PM 8 hrs
27 10:00AM - 6:00PM 8 hrs	28	29	30	31 3:00PM - 11:00PM 8hrs		
		<b>NOTES:</b> Total - 56 hrs				

# JUNE 2019

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
					1 3:00PM - 11:00PM 8 hrs	2
3	4	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
		NOTES:8 Total - 72 hrs				

# JULY 2019

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 3:00PM - 11:00PM 8 hrs	7 10:00AM - 6:00PM 8 hrs
8	9	10	11	12 3:00PM - 11:00PM 8 hrs	13 3:00PM - 11:00PM 8 hrs	14
15	16	17	18	19 3:00PM - 11:00PM 8 hrs	20 3:00PM - 11:00PM 8 hrs	21
22	23	24	25	26 3:00PM - 11:00PM 8 hrs	27 3:00PM - 11:00PM 8 hrs	28
29	30	31				
		NOTES: Total - 80 Hrs				

# AUGUST 2019

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
		1	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	31 3:00PM - 11:00PM 8 hrs	
		<b>NOTES:</b> <b>Total 80 Hrs</b>				

# SEPTEMBER 2019

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
						1 3:00PM – 11:00PM 8 hrs
2 10:00AM – 6:00PM 8 hrs	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	Total Summer 304 hrs	NOTES: Total 16 hrs				

**APPENDIX B  
2019  
HOURS BY MONTH**

May: 8hrs x 7 Days = 5 (Includes Memorial Day)  
June: 8hrs x 9 Days = 72  
July: 8hrs x 10 Days = 80 (Includes Independence Day)  
August: 8hrs x 10 Days = 80  
September: 8hrs x 2 Day = 16 (Includes Labor Day)

**Total Hours = 304**

**APPENDIX C  
2019  
SCHEDULE OF DAYS WORKED BY MONTH**

38 Days Total

**May:** 17-18, 25-27, 31 (Includes Memorial Day) = **7 days**  
**June:** 1, 7-8, 14-15, 21-22, 28-29 = **9 days**  
**July:** 4-7, 12-13, 19-20, 26-27 (Includes Independence Day) = **10 days**  
**August:** 2-3, 9-10, 16-17, 23-24, 30-31 = **10 days**  
**September:** 1-2 (Includes Labor Day) = **2 day**

**APPENDIX D**

**DAILY LAW ENFORCEMENT LOG**

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

Contractor \_\_\_\_\_ Project \_\_\_\_\_

Officers Name(s) \_\_\_\_\_ Date \_\_\_\_\_

Period Worked on Government Property \_\_\_\_\_

Total Number of Hours \_\_\_\_\_

Number of Complaints \_\_\_\_\_

Number of Arrests and Type of Complaint: \_\_\_\_\_

---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---

QASP

**QUALITY ASSURANCE SURVEILLANCE PLAN**

**Contract for Increased Law Enforcement Services,  
Bardwell Lake  
2019  
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.

**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.	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.

#### CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018

52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
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
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
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

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.

- \_\_\_ (v) Alternate IV (Aug 2018) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- X (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- \_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.
- \_\_\_ (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-35.
- X (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-36.
- \_\_\_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- \_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- \_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).
- \_\_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).
- \_\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.
- \_\_\_\_ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_\_ (41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- \_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_\_\_ (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).
- \_\_\_\_ (44) 52.223-21, Foams (June, 2016) (E.O. 13693).
- (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- \_\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.
- \_\_\_\_ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.
- \_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
- \_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
- \_\_\_\_ (48) 52.225-5, Trade Agreements (AUG 2018) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_\_ (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_\_ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

- \_\_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)
- \_\_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_\_ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).
- \_\_\_\_ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).
- \_\_\_\_ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- \_\_\_\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_\_ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
- \_\_\_\_ (60)(i) 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).
- \_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
- \_\_\_\_ (iii) Alternate II (Feb 2006) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
- \_\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).
- X (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).
- \_\_\_\_ (6) 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).
- \_\_\_\_ (7) 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).
- X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).
- \_\_\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

X (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) 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.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 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.)

(xv) 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)

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

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

(xviii) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 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.

(xxii) 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, ( X ) is not a small business concern under NAICS Code **922120**- 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

Police Officer, GS-7 \$20.04-\$7.21

(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):

**Federal Acquisition Regulation (FAR):**  
<http://farsite.hill.af.mil/vffara.htm>  
**Department of Defense FAR Supplement (DFARS):**  
<http://farsite.hill.af.mil/VFDFARA.HTM>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any DFARS (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

WAGE DETERMINATION

WD 15-5227 (Rev.-7) was first posted on [www.wdol.gov](http://www.wdol.gov) on 01/01/2019  
 \*\*\*\*\*  
 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  
 |  
 |

Daniel W. Simms	Division of	Wage Determination No.: 2015-5227
Director	Wage Determinations	Revision No.: 7
		Date Of Revision: 12/26/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any 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 \$10.60 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 2019. 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](http://www.dol.gov/whd/govcontracts).

State: Texas

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.60
01012 - Accounting Clerk II		18.64
01013 - Accounting Clerk III		20.84
01020 - Administrative Assistant		29.11
01035 - Court Reporter		18.67
01041 - Customer Service Representative I		13.64
01042 - Customer Service Representative II		15.33
01043 - Customer Service Representative III		16.73
01051 - Data Entry Operator I		13.24
01052 - Data Entry Operator II		14.45
01060 - Dispatcher, Motor Vehicle		21.36
01070 - Document Preparation Clerk		15.62
01090 - Duplicating Machine Operator		15.62
01111 - General Clerk I		13.36
01112 - General Clerk II		14.57
01113 - General Clerk III		16.36
01120 - Housing Referral Assistant		21.60
01141 - Messenger Courier		14.29
01191 - Order Clerk I		16.47
01192 - Order Clerk II		17.96
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		22.89
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		29.11
01420 - Survey Worker		17.29
01460 - Switchboard Operator/Receptionist		13.60
01531 - Travel Clerk I		15.19
01532 - Travel Clerk II		16.37
01533 - Travel Clerk III		17.52
01611 - Word Processor I		14.27
01612 - Word Processor II		16.03
01613 - Word Processor III		17.93

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.52
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	13.20
05400 - Transmission Repair Specialist	22.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.15
07041 - Cook I	12.22
07042 - Cook II	14.03
07070 - Dishwasher	9.91
07130 - Food Service Worker	10.37
07210 - Meat Cutter	13.34
07260 - Waiter/Waitress	10.03
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	10.82
11090 - Gardener	17.14
11122 - Housekeeping Aide	10.74
11150 - Janitor	10.74
11210 - Laborer, Grounds Maintenance	12.75
11240 - Maid or Houseman	9.68
11260 - Pruner	11.58
11270 - Tractor Operator	15.67
11330 - Trail Maintenance Worker	12.75
11360 - Window Cleaner	12.15
12000 - Health Occupations	
12010 - Ambulance Driver	20.65
12011 - Breath Alcohol Technician	20.06
12012 - Certified Occupational Therapist Assistant	32.66
12015 - Certified Physical Therapist Assistant	35.12
12020 - Dental Assistant	19.08
12025 - Dental Hygienist	37.69
12030 - EKG Technician	30.40
12035 - Electroneurodiagnostic Technologist	30.40
12040 - Emergency Medical Technician	20.65
12071 - Licensed Practical Nurse I	18.42
12072 - Licensed Practical Nurse II	20.60
12073 - Licensed Practical Nurse III	22.96
12100 - Medical Assistant	15.71
12130 - Medical Laboratory Technician	21.14
12160 - Medical Record Clerk	18.40
12190 - Medical Record Technician	20.58
12195 - Medical Transcriptionist	19.66
12210 - Nuclear Medicine Technologist	37.72

12221 - Nursing Assistant I	12.03
12222 - Nursing Assistant II	13.52
12223 - Nursing Assistant III	14.76
12224 - Nursing Assistant IV	16.57
12235 - Optical Dispenser	16.90
12236 - Optical Technician	14.64
12250 - Pharmacy Technician	15.72
12280 - Phlebotomist	15.70
12305 - Radiologic Technologist	28.30
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)	24.86
12320 - Substance Abuse Treatment Counselor	21.06
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
13090 - Technical Order Library Clerk	16.77
13110 - Video Teleconference Technician	21.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.67
14042 - Computer Operator II	18.64
14043 - Computer Operator III	20.79
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	16.67
14160 - Personal Computer Support Technician	24.67
14170 - System Support Specialist	39.80
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	34.30
15070 - Flight Instructor (Pilot)	46.09

15080 - Graphic Artist	25.28
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.54
15086 - Maintenance Test Pilot, Rotary Wing	44.54
15088 - Non-Maintenance Test/Co-Pilot	44.54
15090 - Technical Instructor	26.98
15095 - Technical Instructor/Course Developer	33.00
15110 - Test Proctor	21.78
15120 - Tutor	21.78
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.16
16030 - Counter Attendant	10.16
16040 - Dry Cleaner	13.05
16070 - Finisher, Flatwork, Machine	10.16
16090 - Presser, Hand	10.16
16110 - Presser, Machine, Drycleaning	10.16
16130 - Presser, Machine, Shirts	10.16
16160 - Presser, Machine, Wearing Apparel, Laundry	10.16
16190 - Sewing Machine Operator	13.84
16220 - Tailor	14.88
16250 - Washer, Machine	11.17
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.18
19040 - Tool And Die Maker	23.04
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.02
21030 - Material Coordinator	22.89
21040 - Material Expediter	22.89
21050 - Material Handling Laborer	13.08
21071 - Order Filler	13.57
21080 - Production Line Worker (Food Processing)	15.02
21110 - Shipping Packer	14.07
21130 - Shipping/Receiving Clerk	14.07
21140 - Store Worker I	11.89
21150 - Stock Clerk	17.24
21210 - Tools And Parts Attendant	15.02
21410 - Warehouse Specialist	15.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	33.52
23019 - Aircraft Logs and Records Technician	25.64
23021 - Aircraft Mechanic I	31.98
23022 - Aircraft Mechanic II	33.52
23023 - Aircraft Mechanic III	35.08
23040 - Aircraft Mechanic Helper	21.68
23050 - Aircraft, Painter	28.57
23060 - Aircraft Servicer	25.64
23070 - Aircraft Survival Flight Equipment Technician	28.57
23080 - Aircraft Worker	27.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	27.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	31.98
23110 - Appliance Mechanic	19.03
23120 - Bicycle Repairer	16.56
23125 - Cable Splicer	25.09
23130 - Carpenter, Maintenance	18.08
23140 - Carpet Layer	19.04
23160 - Electrician, Maintenance	21.55
23181 - Electronics Technician Maintenance I	25.82
23182 - Electronics Technician Maintenance II	27.21
23183 - Electronics Technician Maintenance III	29.34
23260 - Fabric Worker	20.19
23290 - Fire Alarm System Mechanic	21.28

23310 - Fire Extinguisher Repairer	16.95
23311 - Fuel Distribution System Mechanic	21.32
23312 - Fuel Distribution System Operator	16.71
23370 - General Maintenance Worker	18.20
23380 - Ground Support Equipment Mechanic	31.98
23381 - Ground Support Equipment Servicer	25.64
23382 - Ground Support Equipment Worker	27.11
23391 - Gunsmith I	16.95
23392 - Gunsmith II	19.48
23393 - Gunsmith III	21.63
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.55
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.63
23430 - Heavy Equipment Mechanic	22.12
23440 - Heavy Equipment Operator	18.76
23460 - Instrument Mechanic	24.76
23465 - Laboratory/Shelter Mechanic	20.52
23470 - Laborer	13.08
23510 - Locksmith	22.46
23530 - Machinery Maintenance Mechanic	23.50
23550 - Machinist, Maintenance	18.06
23580 - Maintenance Trades Helper	14.01
23591 - Metrology Technician I	24.76
23592 - Metrology Technician II	25.94
23593 - Metrology Technician III	27.16
23640 - Millwright	24.63
23710 - Office Appliance Repairer	18.30
23760 - Painter, Maintenance	16.85
23790 - Pipefitter, Maintenance	24.27
23810 - Plumber, Maintenance	23.03
23820 - Pneudraulic Systems Mechanic	21.63
23850 - Rigger	22.37
23870 - Scale Mechanic	19.48
23890 - Sheet-Metal Worker, Maintenance	18.28
23910 - Small Engine Mechanic	17.84
23931 - Telecommunications Mechanic I	23.56
23932 - Telecommunications Mechanic II	24.66
23950 - Telephone Lineman	23.54
23960 - Welder, Combination, Maintenance	18.12
23965 - Well Driller	21.63
23970 - Woodcraft Worker	21.63
23980 - Woodworker	16.58
24000 - Personal Needs Occupations	
24550 - Case Manager	17.93
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	9.00
24620 - Family Readiness And Support Services Coordinator	17.93
24630 - Homemaker	17.93
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.92
25040 - Sewage Plant Operator	18.96
25070 - Stationary Engineer	22.92
25190 - Ventilation Equipment Tender	16.01
25210 - Water Treatment Plant Operator	18.96
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.61
27007 - Baggage Inspector	14.10
27008 - Corrections Officer	20.01
27010 - Court Security Officer	23.50

27030 - Detection Dog Handler	16.92
27040 - Detention Officer	20.01
27070 - Firefighter	26.13
27101 - Guard I	14.10
27102 - Guard II	16.92
27131 - Police Officer I	29.54
27132 - Police Officer II	32.82
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.02
28042 - Carnival Equipment Repairer	14.24
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	18.53
28630 - Sports Official	12.63
28690 - Swimming Pool Operator	21.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.06
29020 - Hatch Tender	25.06
29030 - Line Handler	25.06
29041 - Stevedore I	22.51
29042 - Stevedore II	25.01
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.80
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.14
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.99
30021 - Archeological Technician I	20.07
30022 - Archeological Technician II	22.40
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	24.11
30051 - Cryogenic Technician I	25.98
30052 - Cryogenic Technician II	28.69
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
30095 - Evidence Control Specialist	23.46
30210 - Laboratory Technician	22.28
30221 - Latent Fingerprint Technician I	24.07
30222 - Latent Fingerprint Technician II	26.58
30240 - Mathematical Technician	27.75
30361 - Paralegal/Legal Assistant I	19.49
30362 - Paralegal/Legal Assistant II	24.15
30363 - Paralegal/Legal Assistant III	29.54
30364 - Paralegal/Legal Assistant IV	35.74
30375 - Petroleum Supply Specialist	28.69
30390 - Photo-Optics Technician	27.75
30395 - Radiation Control Technician	28.69
30461 - Technical Writer I	25.09
30462 - Technical Writer II	30.68
30463 - Technical Writer III	37.13
30491 - Unexploded Ordnance (UXO) Technician I	25.93

30492 - Unexploded Ordnance (UXO) Technician II	31.37
30493 - Unexploded Ordnance (UXO) Technician III	37.61
30494 - Unexploded (UXO) Safety Escort	25.93
30495 - Unexploded (UXO) Sweep Personnel	25.93
30501 - Weather Forecaster I	25.98
30502 - Weather Forecaster II	31.60
30620 - Weather Observer, Combined Upper Air Or	(see 2) 24.97
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.23
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.37
31020 - Bus Aide	12.44
31030 - Bus Driver	18.17
31043 - Driver Courier	16.55
31260 - Parking and Lot Attendant	10.29
31290 - Shuttle Bus Driver	18.09
31310 - Taxi Driver	12.44
31361 - Truckdriver, Light	18.09
31362 - Truckdriver, Medium	19.69
31363 - Truckdriver, Heavy	21.19
31364 - Truckdriver, Tractor-Trailer	21.19
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.30
99030 - Cashier	9.76
99050 - Desk Clerk	10.59
99095 - Embalmer	24.05
99130 - Flight Follower	25.93
99251 - Laboratory Animal Caretaker I	12.12
99252 - Laboratory Animal Caretaker II	13.25
99260 - Marketing Analyst	36.10
99310 - Mortician	24.05
99410 - Pest Controller	18.98
99510 - Photofinishing Worker	14.89
99710 - Recycling Laborer	18.95
99711 - Recycling Specialist	23.30
99730 - Refuse Collector	16.75
99810 - Sales Clerk	13.65
99820 - School Crossing Guard	10.68
99830 - Survey Party Chief	26.55
99831 - Surveying Aide	15.91
99832 - Surveying Technician	20.38
99840 - Vending Machine Attendant	15.50
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	15.46

---

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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 (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 paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 U.S. Department of Labor, Wage and Hour Division, 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 Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" 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 (See 29 CFR 4.152(c)(1)).

**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

February 12, 2019

Lloyd Treadwell  
Interim Superintendent  
Ennis Independent School District  
303 W. Knox Street  
Ennis, Texas 75119

Re: Application for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Ennis Independent School District and Solar Strategic Energy, LLC, Application 1320.

Dear Superintendent Treadwell:

On November 29, 2018, the Comptroller's office received Solar Strategic Energy, LLC's (applicant) application for a limitation on appraised value (Application 1320) from Ennis Independent School District (school district).

The purpose of this letter is to inform you that the Comptroller's office has reviewed the submitted application and determined that it includes the information necessary to be determined as complete on February 12, 2019.

Texas Tax Code §313.025(d) directs the Comptroller's office to issue a certificate for a limitation on the appraised value of the property, or provide the governing body of the school district with a written explanation of the Comptroller's decision to not issue a certificate no later than the 90<sup>th</sup> day after receiving the completed application. The requirements to determine eligibility and to issue a certificate for a limitation do not begin until an application is complete as determined by this agency. The Comptroller's office will move forward with our economic impact evaluation and will send a letter of determination to the school district and the applicant.

This letter does not constitute a review of the application under Section 313.025(h) to determine if the project meets the requirements of Section 313.024 for eligibility for a limitation on appraised value. Likewise, this letter does not address the determinations required under Section 313.026(c).

Should you have any questions, please contact Ginger Flowers with our office. She can be reached by email at [ginger.flowers@cpa.texas.gov](mailto:ginger.flowers@cpa.texas.gov) or by phone toll-free at 1-800-531-5441, ext. 5- 0552 or at 512-475- 0552.

Sincerely,

A handwritten signature in black ink that reads "Will Counihan".

Will Counihan  
Director  
Data Analysis & Transparency Division

cc: Eddy Perez, Walsh Gallegos  
Adrain Ioance, Solar Strategic Energy, LLC  
Valentina Ion, Solar Strategic Energy, LLC  
Mike Fry, KE Andrews