



# Wylie City Council

## NOTICE OF MEETING

### Regular Meeting Agenda April 26, 2016 – 6:00 pm Wylie Municipal Complex Council Chambers/Council Conference Room 300 Country Club Road, Building #100

Eric Hogue .....	Mayor
Keith Stephens .....	Mayor Pro Tem
Diane Culver .....	Place 2
Todd Winters .....	Place 3
Candy Arrington .....	Place 4
William Whitney III .....	Place 5
David Dahl .....	Place 6
Mindy Manson.....	City Manager
Richard Abernathy .....	City Attorney
Carole Ehrlich .....	City Secretary

*In accordance with Section 551.042 of the Texas Government Code, this agenda has been posted at the Wylie Municipal Complex, distributed to the appropriate news media, and posted on the City website: [www.wylietexas.gov](http://www.wylietexas.gov) within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Wylie website: [www.wylietexas.gov](http://www.wylietexas.gov).*

*The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.*

*The Wylie Municipal Complex is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972.516.6020.*

*Hearing impaired devices are available from the City Secretary prior to each meeting.*

#### CALL TO ORDER

*Announce the presence of a Quorum*

#### INVOCATION & PLEDGE OF ALLEGIANCE

#### PRESENTATIONS

- **Junior Mayor Kairi Yelverton** (*E. Hogue, Mayor*)
- **Proclamation declaring May as Motorcycle Safety Awareness Month: Blacksheep Motorcycle Club** (*E. Hogue, Mayor*)

- **Proclamation declaring April 10, 2016 through April 16, 2016 as National Public Safety Telecommunications Week in the City of Wylie. (B. Parker, Fire Chief)**

#### CITIZENS COMMENTS ON NON-AGENDA ITEMS

---

*Residents may address Council regarding an item that is not listed on the Agenda. Residents must fill out a non-agenda form prior to the meeting in order to speak. Council requests that comments be limited to three (3) minutes. In addition, Council is not allowed to converse, deliberate or take action on any matter presented during citizen participation.*

#### CONSENT AGENDA

---

*All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

- A. Consider, and act upon, approval of the Minutes of April 12, 2016 Regular Meeting of the Wylie City Council. (C. Ehrlich, City Secretary)**
- B. Consider, and place on file, the City of Wylie Monthly Investment Report for March 31, 2016. (L. Bantz, Finance Director)**
- C. Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for March 31, 2016. (L. Bantz, Finance Director)**
- D. Consider, and act upon, authorizing the Mayor to enter into a Cooperative Agreement for additional Law Enforcement Services, between the City of Wylie, Lavon Lake, Texas initiates Agreement No. W9126G-16-T-0089 and the U.S. Army Corps of Engineers. This agreement is for the provisions of additional Law enforcement Services from May 20, 2016 through September 6, 2016 for a sum not to exceed \$63,156.00. (A. Henderson, Police Chief)**
- E. Consider and act upon the award of Request for Qualifications (RFQ) #W2016-42-E for Design Services for Wylie Municipal Complex East Meadow Trail Project to Dunaway Associates, L.P. in the estimated amount of \$91,770, and authorizing the City Manager to sign any necessary documents. (G. Hayes, Purchasing)**

#### REGULAR AGENDA

---

- 1. Consider, and act upon, Ordinance No. 2016-07 amending Ordinance No. 2015-30 (2015-2016 Budget) for proposed mid-year amendments for fiscal year 2015-2016. (L. Bantz, Finance Director)**

##### **Executive Summary**

The mid-year budget amendments are generally intended to cover unanticipated and/or unavoidable revenue and expenditure adjustments to the adopted budget. The detail is attached for the requested items which are located within the General Fund, 4B Sales Tax Revenue Fund, and Utility Fund. The requests are further defined as neutral (matching revenues to expenditures), revenue increases or expenditure increases.

2. **Consider and act upon purchase of eight (8) Chevrolet PPV Patrol Tahoe units from Reliable Chevrolet in the estimated amount of \$285,000, through a cooperative agreement with Tarrant County; and authorizing the City Manager to sign any necessary documents.** (*G. Hayes, Purchasing*)

**Executive Summary**

Previously, the General Motors Corporation/Chevrolet Division had made a business decision to significantly reduce the production of pursuit rated Tahoe vehicles. This had eliminated the availability of dealer on-the-lot inventories and created a nation-wide allocation system. Reliable Chevrolet has recently been given authorization by General Motors to purchase inventory units, and has two (2) units on the lot and additional units on order (deadline for current model year is June 2016). If the City chooses to wait until the new fiscal year, the ordering for new models will not open until December 2016, thus delaying delivery into April 2017.

3. **Consider, and act upon Resolution No. 2016-11(R) directing Oncor Electric Delivery Company, LLC to file certain information with the City of Wylie; setting a procedural schedule for the gathering and review of necessary information in connection therewith; setting dates for the filing of the city's analysis of the company's filing and the company's rebuttal to such analysis; ratifying the hiring of legal counsel and consultants; reserving the right to require the reimbursement of the City of Wylie's rate case expenses; setting a public hearing for the purposes of determining if the existing rates of Oncor Electric Delivery Company are unreasonable or in any way in violation of any provision of law and the determination by the City of Wylie of just and reasonable rates to be charged by Oncor Electric Delivery Company, LLC.; noting compliance with open meetings law; providing notice of passage** (*M. Manson, City Manager*)

**Executive Summary**

Recent Public Utility Commission of Texas ("Commission") proceedings related to approval of conversion of Oncor into a Real Estate Investment Trust ("REIT") resulted in the Commissioners' desire to share \$200 million to \$250 million in annual federal income tax ("FIT") savings with Oncor ratepayers. Since the proceeding involving a change of ownership and control of Oncor was not a rate case, the Commission had no jurisdiction to order a reduction in rates. The new owners of Oncor indicated an intent to file a rate case in mid-2017 to become effective in 2018. Believing that a two year wait to factor FIT savings into rates was too long to wait, the Steering Committee of Cities Served by Oncor decided to initiate a rate case against Oncor.

## READING OF ORDINANCE

---

*Title and caption approved by Council as required by Wylie City Charter, Article III, Section 13-D.*

## WORK SESSIONS

---

- **Work session and direction regarding possible parking restrictions for portions of the Cimarron Estates Subdivision due to Wylie East Student parking.** (*M. Manson, City Manager*)
- **Work session and direction regarding identifying possible priority highway/freeway projects contained in the Mobility 2040 Transportation Plan.** (*M. Manson, City Manager*)

- **Work session to discuss the impact of the April 11th storm** (*M. Manson, City Manager*)

**RECONVENE INTO REGULAR SESSION**

---

**EXECUTIVE SESSION**

---

*Recess into Closed Session in compliance with Section 551.001, et.seq. Texas Government Code, to wit:*

**§§Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING.**

A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on its negotiating position.

- **Discussion regarding property generally located near the intersection of Country Club and Brown St.**

**RECONVENE INTO OPEN SESSION**

---

*Take any action as a result from Executive Session.*

**ADJOURNMENT**

---

If during the course of the meeting covered by this notice, the City Council should determine that a closed or executive meeting or session of the City Council or a consultation with the attorney for the City should be held or is required, then such closed or executive meeting or session or consultation with attorney as authorized by the Texas Open Meetings Act, Texas Government Code § 551.001 et. seq., will be held by the City Council at the date, hour and place given in this notice as the City Council may conveniently meet in such closed or executive meeting or session or consult with the attorney for the City concerning any and all subjects and for any and all purposes permitted by the Act, including, but not limited to, the following sanctions and purposes:

**CERTIFICATION**

---

*I certify that this Notice of Meeting was posted on April 22, 2016 at 5:00 p.m. as required by law in accordance with Section 551.042 of the Texas Government Code and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of Wylie website: [www.wylietexas.gov](http://www.wylietexas.gov).*

---

**Carole Ehrlich, City Secretary**

---

**Date Notice Removed**



# Wylie City Council

---

## Minutes

### City Council Meeting

**Tuesday, April 12, 2016 – 6:00 p.m.**

**Wylie Municipal Complex – Council Chambers**

**300 Country Club Road, Bldg. 100**

**Wylie, TX 75098**

#### CALL TO ORDER

---

*Announce the presence of a Quorum.*

Mayor Eric Hogue called the meeting to order at 6:03 p.m. City Secretary Ehrlich took roll call with the following City Council members present: Mayor Eric Hogue, Mayor pro tem Keith Stephens, Councilman David Dahl, Councilwoman Candy Arrington, Councilwoman Diane Culver, Councilman Todd Wintters, and Councilman William Whitney III.

Staff present were: City Manager, Mindy Manson; Assistant City Manager, Jeff Butters; Development Services Director, Renae Ollie; Finance Director, Linda Bantz; Fire Chief, Brent Parker; Public Services Director, Mike Sferra; City Engineer, Chris Holsted; City Secretary, Carole Ehrlich; Public Information Officer, Craig Kelly; and various support staff.

#### INVOCATION & PLEDGE OF ALLEGIANCE

---

Councilman Wintters gave the invocation and Councilman Whitney led the Pledge of Allegiance.

#### PRESENTATIONS

---

- **Presentation of Wylie Way Students – Third Nine Weeks** (*E. Hogue, Mayor*)

Mayor Hogue and Mayor pro tem Stephens presented medallions to students demonstrating “Shining the Wylie Way.” Each nine weeks one student from each WISD campus is chosen as the “Wylie Way Student.”

- **Proclamation declaring April 10, 2016 through April 16, 2016 as National Public Safety Telecommunications Week in the City of Wylie.** (*B. Parker, Fire Chief*)

Mayor Hogue announced due to the severe weather and hail in Wylie, the presentation of National Public Safety Telecommunications would be honored but presented at a future meeting when the Telecommunications staff could be present.

## CITIZENS COMMENTS ON NON-AGENDA ITEMS

---

*Residents may address Council regarding an item that is not listed on the Agenda. Residents must fill out a non-agenda form prior to the meeting in order to speak. Council requests that comments be limited to three (3) minutes. In addition, Council is not allowed to converse, deliberate or take action on any matter presented during citizen participation.*

No Citizens were present wishing to address Council during Citizens Comments.

## CONSENT AGENDA

---

*All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

- A. Consider, and act upon, approval of the Minutes of March 22, 2016 Regular Meeting of the Wylie City Council. (C. Ehrlich, City Secretary)**
- B. Consider, and act upon, approval of a Final Plat for Bozman Farm Estates Phase 5, establishing 119 single family residential lots and six open space lots on 46.888 acres, generally located at Collins Boulevard and Troy Road. (R. Ollie, Development Services Director)**
- C. Consider, and act upon, approval of a Final Plat for Creekwood Estates, creating twenty-one single family residential lots, two open space lots and a public road on 20.613 acres, generally located in the City of Wylie ETJ southeast of the intersection of Whitley Road and Hunters Glen Drive. (R. Ollie, Development Services Director)**
- D. Consider, and act upon, Resolution No. 2016-09(R) authorizing the City Manager to execute the declaration of deed restriction relating to property owned by Wylie and located at 900 W. Kirby, Wylie Texas 75098; Further authorizing the City Manager to take any and all other actions necessary to effectuate the same: and providing for an effective date. (J. Butters, Asst. City Manager)**
- E. Consider, and act upon, the award of bid #W2016-51-A for Parks and Recreation Mowing and Litter Services to J. Nichols Construction, Inc. in the estimated annual amount of \$244,955.00 and authorizing the City Manager to execute any and all necessary documents. (G. Hayes, Purchasing)**
- F. Consider, and act upon, Resolution No. 2016-10(R) authorizing the City Manager to execute a Memorandum of Agreement between the Wylie Independent School District and the City of Wylie to jointly cooperate in order to furnish clinical education to students enrolled in the Wylie Independent School District's Emergency Medical Technician Curricula Offerings. (B. Parker, Fire Chief)**
- G. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of February 29, 2016. (S. Satterwhite, WEDC Director)**

## **Council Action**

A motion was made by Councilwoman Culver, seconded by Councilman Dahl to approve the Consent Agenda as presented. A vote was taken and the motion passed 7-0.

## REGULAR AGENDA

---

**1. Consider, and act upon, the appointment of a board member to the North Texas Municipal Water District (NTMWD) Board to fill an expired term of June 1, 2016 to May 31, 2018.**

*(C. Ehrlich, City Secretary)*

### **Executive Summary**

Mayor Hogue addressed Council stating that The Board of Directors of the North Texas Municipal Water District is a policy making body similar in nature to the City Council. The Board is responsible to both the State of Texas and to the member Cities for assuring that NTMWD operations occur in accordance with state and federal law, in alignment with NTMWD policy, and in the best interests of the Cities receiving services.

Currently the board is reviewing some important issues with member cities. Board member Marvin Fuller is one of two members representing Wylie and has served on this board for many years and is knowledgeable with regard to the district and pending issues. Mayor Hogue stated that he had been in contact with Mr. Fuller, who has agreed to serve another term if re-appointed.

## **Council Action**

A motion was made by Councilwoman Arrington, seconded by Mayor pro tem Stephens to re-appoint Marvin Fuller to the North Texas Municipal Water District for a term to begin June 1, 2016 and end May 31, 2018. A vote was taken and the motion passed 7-0.

Mayor Hogue convened into Executive Session at 6:35 p.m. reading the captions below.

## EXECUTIVE SESSION

---

*Recess into Closed Session in compliance with Section 551.001, et.seq. Texas Government Code, to wit:*

### **§§Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING.**

A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on its negotiating position.

- **Discussion regarding property generally located near the intersection of Country Club and Brown St.**

## RECONVENE INTO OPEN SESSION

---

*Take any action as a result from Executive Session.*

Mayor Hogue reconvened into Open Session at 7:17 p.m. There was no action taken as a result of Executive Session.

ADJOURNMENT

---

A motion was made by Mayor pro tem Stephens, seconded by Councilman Whitney, to adjourn the meeting at 7:21 p.m. A vote was taken and the motion passed 7-0.

\_\_\_\_\_  
**Eric Hogue, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Carole Ehrlich, City Secretary**



# Wylie City Council

---

## AGENDA REPORT

Meeting Date: April 26, 2016  
Department: Finance  
Prepared By: Finance  
Date Prepared: April 14, 2016

Item Number: B  
*(City Secretary's Use Only)*  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: Investment Report

### Subject

Consider, and place on file, the City of Wylie Monthly Investment Report for March 31, 2016.

### Recommendation

Motion to accept and place on file, the City of Wylie Monthly Investment Report for March 31, 2016.

### Discussion

The Finance Department has prepared the attached reports for the City Council as required by the City Charter.

# City Of Wylie

## 2015-2016 Investment Report

March 31, 2016

Money Market Accounts:

MMA
-----

Certificates of Deposit:

CCD
-----

Treasury Bills:

T-Bills
---------

Treasury Notes:

T-Notes
---------

Government Agency Notes:

AN
----

Invest. Number	Principal Amount	Type Of Security	Interest Rate	Issuer	Purchase Date	Maturity Date
1	\$14,551,191.55	MMA	0.3273%	Texpool	12/31/2006	NA
2	\$15,071,650.61	MMA	0.3450%	TexStar	3/15/2011	NA
	\$29,622,842.16					

Total

Weighted Average Coupon:

0.3363%
---------

Weighted Average Maturity (Days):

1.00
------

Money Markets:

\$29,622,842.16
-----------------

Certificates of Deposits:

\$0.00
--------

\$29,622,842.16
-----------------



# Wylie City Council

---

## AGENDA REPORT

Meeting Date: April 26, 2016  
Department: Finance  
Prepared By: Finance  
Date Prepared: April 14, 2016

Item Number: C  
*(City Secretary's Use Only)*  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: Revenue and Expenditure  
Monthly Report

### Subject

Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for March 31, 2016.

### Recommendation

Motion to accept and place on file, the City of Wylie Monthly Revenue and Expenditure Report for March 31, 2016.

### Discussion

The Finance Department has prepared the attached reports for the City Council as required by the City Charter.

# CITY OF WYLIE

## MONTHLY FINANCIAL REPORT

March 31, 2016

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2015-2016	CURRENT MONTH ACTUAL 2015-2016	YTD ACTUAL 2015-2016	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 50.00%
<b>GENERAL FUND REVENUE SUMMARY</b>					
TAXES	23,439,014	522,889	20,252,512	86.41%	<b>A</b>
FRANCHISE FEES	2,671,000	13,173	789,088	29.54%	<b>B</b>
LICENSES AND PERMITS	746,000	73,934	438,411	58.77%	
INTERGOVERNMENTAL REV.	725,920	15,925	314,147	43.28%	<b>C</b>
SERVICE FEES	3,225,000	257,158	1,517,093	47.04%	<b>D</b>
FINES AND FORFEITURES	660,832	51,270	254,153	38.46%	<b>E</b>
INTEREST INCOME	5,000	3,713	12,061	241.21%	
MISCELLANEOUS INCOME	166,000	16,691	87,490	52.70%	
OTHER FINANCING SOURCES	2,054,050	0	2,165,074	105.41%	<b>F</b>
<b>REVENUES</b>	<b>33,692,816</b>	<b>954,753</b>	<b>25,830,029</b>	<b>76.66%</b>	
USE OF FUND BALANCE	972,783	NA	NA	NA	<b>G</b>
USE OF CARRY-FORWARD FUNDS	58,907	NA	NA	NA	
<b>TOTAL REVENUES</b>	<b>34,724,506</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	
<b>GENERAL FUND EXPENDITURE SUMMARY</b>					
CITY COUNCIL	90,796	5,262	38,206	42.08%	
CITY MANAGER	841,241	67,308	361,955	43.03%	
CITY SECRETARY	276,680	31,115	124,137	44.87%	
CITY ATTORNEY	147,000	14,809	35,611	24.22%	
FINANCE	1,032,813	105,379	509,805	49.36%	
FACILITIES	729,460	53,145	263,144	36.07%	
MUNICIPAL COURT	365,036	29,104	159,205	43.61%	
HUMAN RESOURCES	306,936	21,109	114,527	37.31%	
PURCHASING	162,501	11,586	47,908	29.48%	
INFORMATION TECHNOLOGY	1,254,236	102,688	623,435	49.71%	
POLICE	8,362,316	602,320	3,635,846	43.48%	
FIRE	7,161,256	570,974	3,051,848	42.62%	
EMERGENCY COMMUNICATIONS	1,409,706	81,676	580,811	41.20%	
ANIMAL CONTROL	671,946	38,688	236,666	35.22%	
PLANNING	582,075	43,662	224,833	38.63%	
BUILDING INSPECTION	485,270	26,465	149,891	30.89%	
CODE ENFORCEMENT	236,744	14,972	89,439	37.78%	
STREETS	2,367,884	128,952	650,419	27.47%	
PARKS	2,417,139	116,654	872,284	36.09%	
LIBRARY	1,770,773	117,900	754,705	42.62%	
COMBINED SERVICES	4,052,699	260,849	1,749,286	43.16%	
<b>TOTAL EXPENDITURES</b>	<b>34,724,506</b>	<b>2,444,617</b>	<b>14,273,961</b>	<b>41.11%</b>	
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>0</b>	<b>-1,489,864</b>	<b>11,556,069</b>	<b>35.56%</b>	
<p>A. Property Tax Collections for FY15-16 as of March 31 are 99.09%, in comparison to FY14-15 for the same time period of 98.16%.</p> <p>B. Franchise Fees: The majority of franchise fees are recognized in the third and fourth quarter with electric fees making up the majority.</p> <p>C. Intergovernmental Rev: The majority of intergovernmental revenues come from WISD reimbursements and Fire Services which are billed quarterly.</p> <p>D. Service Fees: Trash fees billed in October are applicable towards FY 2014-15 revenue.</p> <p>E. Fines and Forfeitures: The Court Fines budget was significantly increased for FY15-16. Actual revenues are up 36% compared to this time last year.</p> <p>F. Other Financing Sources includes the annual transfer from the Utility Fund and proceeds from the sale of capital assets.</p> <p>G. Use of Fund Balance: For Replacement/New Fleet &amp; Equipment and Transfer to Debt Service.</p>					

# CITY OF WYLIE

## MONTHLY FINANCIAL REPORT

March 31, 2016

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2015-2016	CURRENT MONTH ACTUAL 2015-2016	YTD ACTUAL 2015-2016	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 50.00%
<b>UTILITY FUND REVENUES SUMMARY</b>					
SERVICE FEES	12,690,000	1,012,022	4,669,006	36.79%	H
INTEREST INCOME	1,500	987	3,260	217.35%	
MISCELLANEOUS INCOME	57,000	5,292	19,403	34.04%	
OTHER FINANCING SOURCES	101,200	0	153,371	151.55%	I
<b>REVENUES</b>	<b>12,849,700</b>	<b>1,018,301</b>	<b>4,845,040</b>	<b>37.71%</b>	
USE OF FUND BALANCE	113,100	NA	NA	NA	J
USE OF CARRY-FORWARD FUNDS	235,000	NA	NA	NA	
<b>TOTAL REVENUES</b>	<b>13,197,800</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	
<b>UTILITY FUND EXPENDITURE SUMMARY</b>					
UTILITY ADMINISTRATION	480,006	33,278	176,153	36.70%	
UTILITIES - WATER	1,837,773	114,154	729,408	39.69%	
CITY ENGINEER	564,635	61,431	221,800	39.28%	
UTILITIES - SEWER	720,733	49,798	276,654	38.39%	
UTILITY BILLING	301,144	21,573	147,709	49.05%	
COMBINED SERVICES	11,954,742	683,156	7,151,075	59.82%	K
<b>TOTAL EXPENDITURES</b>	<b>15,859,033</b>	<b>963,390</b>	<b>8,702,799</b>	<b>54.88%</b>	
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>-2,661,233</b>	<b>54,911</b>	<b>-3,857,759</b>	<b>-17.17%</b>	
H. Most Utility Fund Revenue billed in October was applicable to FY 2014-15. I. One-time transfer from General Fund in October to cover the cost of replacement vehicles and proceeds from the sale of capital assets. J. Use of Fund Balance: Includes Hardware/Software to implement the GIS program. K. Due to annual transfer to the General Fund. This will level out over the remainder of the fiscal year.					



# Wylie City Council

---

## AGENDA REPORT

**Meeting Date:** April 26, 2016  
**Department:** Police  
Anthony Henderson  
**Prepared By:** Chief of Police  
**Date Prepared:** April 14, 2016

**Item Number:** D  
*(City Secretary's Use Only)*  
**Account Code:** \_\_\_\_\_  
**Budgeted Amount:** \$63,156.00  
**Exhibits:** 2

### Subject

Consider, and act upon, authorizing the Mayor to enter into a Cooperative Agreement for additional Law Enforcement Services, between the City of Wylie, Lavon Lake, Texas initiates Agreement No. W9126G-16-T-0089 and the U.S. Army Corps of Engineers. This agreement is for the provisions of additional Law enforcement Services from May 20, 2016 through September 6, 2016 for a sum not to exceed \$63,156.00.

### Recommendation

Motion to approve, authorizing the Mayor to enter into a Cooperative agreement for additional Law Enforcement Services, Between the City of Wylie, Lavon Lake, Texas initiates Agreement no. W9126G-16-T-0089 and the U.S. Army Corps of Engineers. This agreement is for the provisions of additional Law enforcement Services from May 20, 2016 through September 6, 2016 for a sum not to exceed \$63,156.00.

### Discussion

The U.S. Army Corps of Engineers has awarded the City of Wylie a \$63,156.00 contract for extended law enforcement services. The contract requires Officers to concentrate their patrols in the parks and properties deemed in the City of Wylie Texas jurisdiction and to provide protection and enforce laws and ordinances. The hourly rate of \$103.88 charged by the City of Wylie covers all Officer and dispatch overtime wages, clerical duties and vehicle and fuel usage.

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W45XMAILEFY6		PAGE 1 OF 111	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G-16-T-0089	
6. SOLICITATION ISSUE DATE 31-Mar-2016		7. FOR SOLICITATION INFORMATION CALL:		a. NAME GLORIA GONZALES		b. TELEPHONE NUMBER (No Collect Calls) 817-886-1082	
8. OFFER DUE DATE/LOCAL TIME 12:00 PM 15 Apr 2016		9. ISSUED BY CODE W9126G  US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, RM 2A17 FORT WORTH TX 76102-0300  TEL: (817) 886-1077 FAX: (817) 886-6403		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS: 922120 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE W9126G  OPERATIONS DIVISION TIM GIBSON USAED CESWF-OD 819 TAYLOR ST, RM 4J14 FORT WORTH TX 76102-0300 TEL: 817-886-1571 FAX: 8178861578		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP					
16. ADMINISTERED BY CODE		17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE  TELEPHONE NO.					
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY CODE					
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	
		<b>SEE SCHEDULE</b>					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:		31c. DATE SIGNED	

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

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

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> )	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0001

Job

Funded Amt:

FY16 Law Enforcement

NAICS CD: 922120

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

, FSC CD: R499

Period of Performance: 20 May 2016 thru 6 Sep 2016

BID SCHEDULE

Bid Schedule

Lavon Lake City of Wylie PD Law Enforcement Contract

Period of Performance (18 April 2016 thru 6 Septemer 2016)  
 (Will conduct the orientation between 18 April 2016 thru 19 May 2016)  
 (Patrols run between 20 May 2016 thru 6 September 2016)

Description	Hours	U/M	Rate	Total
Labor Cost/Hour	608	EA	_____	_____

Vehicle Cost/Hour	608	EA	_____	_____
Orientation Cost		EA	_____	_____
Total Contract				

WAGE DETERMINATION

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

\*\*\*\*\*

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

---

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

---

State: Texas

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

---

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.36
01012 - Accounting Clerk II		16.13
01013 - Accounting Clerk III		18.03
01020 - Administrative Assistant		26.46
01035 - Court Reporter		17.29
01051 - Data Entry Operator I		13.20
01052 - Data Entry Operator II		14.41
01060 - Dispatcher, Motor Vehicle		21.36
01070 - Document Preparation Clerk		14.24
01090 - Duplicating Machine Operator		14.24
01111 - General Clerk I		11.32
01112 - General Clerk II		12.79
01113 - General Clerk III		15.78
01120 - Housing Referral Assistant		21.60
01141 - Messenger Courier		11.86
01191 - Order Clerk I		13.66
01192 - Order Clerk II		14.91
01261 - Personnel Assistant (Employment) I		16.75
01262 - Personnel Assistant (Employment) II		18.73
01263 - Personnel Assistant (Employment) III		20.88
01270 - Production Control Clerk		21.36
01290 - Rental Clerk		15.30
01300 - Scheduler, Maintenance		17.32
01311 - Secretary I		17.32
01312 - Secretary II		19.38
01313 - Secretary III		21.60
01320 - Service Order Dispatcher		17.47
01410 - Supply Technician		25.99
01420 - Survey Worker		17.29

01460 - Switchboard Operator/Receptionist	13.60
01531 - Travel Clerk I	13.07
01532 - Travel Clerk II	14.04
01533 - Travel Clerk III	15.06
01611 - Word Processor I	12.80
01612 - Word Processor II	15.30
01613 - Word Processor III	17.29
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.00
05010 - Automotive Electrician	23.04
05040 - Automotive Glass Installer	20.93
05070 - Automotive Worker	22.02
05110 - Mobile Equipment Servicer	18.52
05130 - Motor Equipment Metal Mechanic	22.16
05160 - Motor Equipment Metal Worker	20.93
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	17.27
05250 - Motor Vehicle Upholstery Worker	19.82
05280 - Motor Vehicle Wrecker	20.93
05310 - Painter, Automotive	24.22
05340 - Radiator Repair Specialist	20.93
05370 - Tire Repairer	12.44
05400 - Transmission Repair Specialist	22.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.26
07041 - Cook I	10.33
07042 - Cook II	11.69
07070 - Dishwasher	8.38
07130 - Food Service Worker	9.61
07210 - Meat Cutter	13.34
07260 - Waiter/Waitress	9.03
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.32
09040 - Furniture Handler	10.24
09080 - Furniture Refinisher	15.32

09090 - Furniture Refinisher Helper	12.02
09110 - Furniture Repairer, Minor	13.78
09130 - Upholsterer	16.53
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.82
11060 - Elevator Operator	9.70
11090 - Gardener	13.58
11122 - Housekeeping Aide	9.70
11150 - Janitor	9.70
11210 - Laborer, Grounds Maintenance	10.39
11240 - Maid or Houseman	8.47
11260 - Pruner	11.58
11270 - Tractor Operator	12.58
11330 - Trail Maintenance Worker	11.07
11360 - Window Cleaner	11.12
12000 - Health Occupations	
12010 - Ambulance Driver	15.87
12011 - Breath Alcohol Technician	19.80
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	27.35
12020 - Dental Assistant	19.08
12025 - Dental Hygienist	36.14
12030 - EKG Technician	28.89
12035 - Electroneurodiagnostic Technologist	28.89
12040 - Emergency Medical Technician	15.87
12071 - Licensed Practical Nurse I	18.42
12072 - Licensed Practical Nurse II	20.60
12073 - Licensed Practical Nurse III	22.96
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	19.22
12160 - Medical Record Clerk	15.45
12190 - Medical Record Technician	17.26
12195 - Medical Transcriptionist	17.87
12210 - Nuclear Medicine Technologist	33.52
12221 - Nursing Assistant I	10.43

12222 - Nursing Assistant II	11.72
12223 - Nursing Assistant III	12.80
12224 - Nursing Assistant IV	14.36
12235 - Optical Dispenser	15.48
12236 - Optical Technician	13.78
12250 - Pharmacy Technician	15.18
12280 - Phlebotomist	14.36
12305 - Radiologic Technologist	25.82
12311 - Registered Nurse I	25.82
12312 - Registered Nurse II	31.58
12313 - Registered Nurse II, Specialist	31.58
12314 - Registered Nurse III	38.19
12315 - Registered Nurse III, Anesthetist	38.19
12316 - Registered Nurse IV	45.78
12317 - Scheduler (Drug and Alcohol Testing)	24.53
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.65
13012 - Exhibits Specialist II	25.58
13013 - Exhibits Specialist III	31.28
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	36.18
13047 - Librarian	31.56
13050 - Library Aide/Clerk	14.33
13054 - Library Information Technology Systems Administrator	27.42
13058 - Library Technician	16.29
13061 - Media Specialist I	19.78
13062 - Media Specialist II	22.13
13063 - Media Specialist III	24.67
13071 - Photographer I	16.50
13072 - Photographer II	18.46
13073 - Photographer III	22.87
13074 - Photographer IV	27.97
13075 - Photographer V	33.85

13110 - Video Teleconference Technician	21.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.91
14042 - Computer Operator II	17.80
14043 - Computer Operator III	20.78
14044 - Computer Operator IV	24.67
14045 - Computer Operator V	27.31
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.91
14160 - Personal Computer Support Technician	24.67
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.04
15020 - Aircrew Training Devices Instructor (Rated)	41.90
15030 - Air Crew Training Devices Instructor (Pilot)	46.09
15050 - Computer Based Training Specialist / Instructor	35.04
15060 - Educational Technologist	30.46
15070 - Flight Instructor (Pilot)	46.09
15080 - Graphic Artist	22.70
15090 - Technical Instructor	22.61
15095 - Technical Instructor/Course Developer	27.44
15110 - Test Proctor	18.16
15120 - Tutor	18.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.32
16030 - Counter Attendant	9.32
16040 - Dry Cleaner	11.86
16070 - Finisher, Flatwork, Machine	9.32
16090 - Presser, Hand	9.32
16110 - Presser, Machine, Drycleaning	9.32

16130 - Presser, Machine, Shirts	9.32
16160 - Presser, Machine, Wearing Apparel, Laundry	9.32
16190 - Sewing Machine Operator	12.50
16220 - Tailor	13.33
16250 - Washer, Machine	10.19
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.18
19040 - Tool And Die Maker	22.87
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.02
21030 - Material Coordinator	19.45
21040 - Material Expediter	19.45
21050 - Material Handling Laborer	12.80
21071 - Order Filler	13.57
21080 - Production Line Worker (Food Processing)	15.02
21110 - Shipping Packer	13.52
21130 - Shipping/Receiving Clerk	13.52
21140 - Store Worker I	11.85
21150 - Stock Clerk	15.94
21210 - Tools And Parts Attendant	15.02
21410 - Warehouse Specialist	15.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.47
23021 - Aircraft Mechanic I	29.07
23022 - Aircraft Mechanic II	30.47
23023 - Aircraft Mechanic III	31.89
23040 - Aircraft Mechanic Helper	19.71
23050 - Aircraft, Painter	25.93
23060 - Aircraft Servicer	22.61
23080 - Aircraft Worker	23.90
23110 - Appliance Mechanic	17.18
23120 - Bicycle Repairer	12.44
23125 - Cable Splicer	19.60
23130 - Carpenter, Maintenance	17.25
23140 - Carpet Layer	16.43

23160 - Electrician, Maintenance	20.94
23181 - Electronics Technician Maintenance I	25.82
23182 - Electronics Technician Maintenance II	27.21
23183 - Electronics Technician Maintenance III	29.34
23260 - Fabric Worker	16.68
23290 - Fire Alarm System Mechanic	19.04
23310 - Fire Extinguisher Repairer	15.48
23311 - Fuel Distribution System Mechanic	19.28
23312 - Fuel Distribution System Operator	16.29
23370 - General Maintenance Worker	17.70
23380 - Ground Support Equipment Mechanic	29.07
23381 - Ground Support Equipment Servicer	22.61
23382 - Ground Support Equipment Worker	23.90
23391 - Gunsmith I	15.48
23392 - Gunsmith II	17.79
23393 - Gunsmith III	19.76
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.50
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.44
23430 - Heavy Equipment Mechanic	19.71
23440 - Heavy Equipment Operator	16.87
23460 - Instrument Mechanic	22.51
23465 - Laboratory/Shelter Mechanic	18.74
23470 - Laborer	12.10
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	21.04
23550 - Machinist, Maintenance	17.89
23580 - Maintenance Trades Helper	13.22
23591 - Metrology Technician I	22.51
23592 - Metrology Technician II	23.59
23593 - Metrology Technician III	24.69
23640 - Millwright	22.28
23710 - Office Appliance Repairer	18.30
23760 - Painter, Maintenance	16.85

23790 - Pipefitter, Maintenance	22.46
23810 - Plumber, Maintenance	21.38
23820 - Pneudraulic Systems Mechanic	19.76
23850 - Rigger	21.28
23870 - Scale Mechanic	17.79
23890 - Sheet-Metal Worker, Maintenance	18.28
23910 - Small Engine Mechanic	17.03
23931 - Telecommunications Mechanic I	23.56
23932 - Telecommunications Mechanic II	24.66
23950 - Telephone Lineman	21.40
23960 - Welder, Combination, Maintenance	17.75
23965 - Well Driller	20.07
23970 - Woodcraft Worker	19.71
23980 - Woodworker	14.17
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	8.60
24620 - Family Readiness And Support Services Coordinator	13.70
24630 - Homemaker	17.11
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.92
25040 - Sewage Plant Operator	17.52
25070 - Stationary Engineer	22.92
25190 - Ventilation Equipment Tender	15.57
25210 - Water Treatment Plant Operator	17.52
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.51
27007 - Baggage Inspector	14.10
27008 - Corrections Officer	18.17
27010 - Court Security Officer	23.50
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	19.99
27070 - Firefighter	22.87

27101 - Guard I	14.10
27102 - Guard II	16.92
27131 - Police Officer I	27.08
27132 - Police Officer II	30.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.31
28042 - Carnival Equipment Repairer	13.07
28043 - Carnival Worker	9.50
28210 - Gate Attendant/Gate Tender	14.18
28310 - Lifeguard	11.19
28350 - Park Attendant (Aide)	15.86
28510 - Recreation Aide/Health Facility Attendant	11.57
28515 - Recreation Specialist	18.00
28630 - Sports Official	12.63
28690 - Swimming Pool Operator	21.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.83
29020 - Hatch Tender	18.83
29030 - Line Handler	18.83
29041 - Stevedore I	16.91
29042 - Stevedore II	18.79
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.81
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.07
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.72
30021 - Archeological Technician I	19.29
30022 - Archeological Technician II	22.30
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	23.51
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	17.56

30082 - Engineering Technician II	19.70
30083 - Engineering Technician III	22.03
30084 - Engineering Technician IV	27.30
30085 - Engineering Technician V	33.40
30086 - Engineering Technician VI	40.41
30090 - Environmental Technician	24.73
30210 - Laboratory Technician	22.28
30240 - Mathematical Technician	27.75
30361 - Paralegal/Legal Assistant I	18.92
30362 - Paralegal/Legal Assistant II	23.44
30363 - Paralegal/Legal Assistant III	28.67
30364 - Paralegal/Legal Assistant IV	34.70
30390 - Photo-Optics Technician	27.75
30461 - Technical Writer I	25.09
30462 - Technical Writer II	30.68
30463 - Technical Writer III	37.13
30491 - Unexploded Ordnance (UXO) Technician I	24.03
30492 - Unexploded Ordnance (UXO) Technician II	29.08
30493 - Unexploded Ordnance (UXO) Technician III	34.85
30494 - Unexploded (UXO) Safety Escort	24.03
30495 - Unexploded (UXO) Sweep Personnel	24.03
30620 - Weather Observer, Combined Upper Air Or	(see 2) 24.97
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.23
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.18
31030 - Bus Driver	14.88
31043 - Driver Courier	16.55
31260 - Parking and Lot Attendant	8.87
31290 - Shuttle Bus Driver	18.09
31310 - Taxi Driver	9.76
31361 - Truckdriver, Light	18.09
31362 - Truckdriver, Medium	19.69
31363 - Truckdriver, Heavy	21.04
31364 - Truckdriver, Tractor-Trailer	21.04

99000 - Miscellaneous Occupations	
99030 - Cashier	9.76
99050 - Desk Clerk	9.75
99095 - Embalmer	22.34
99251 - Laboratory Animal Caretaker I	10.86
99252 - Laboratory Animal Caretaker II	11.87
99310 - Mortician	22.94
99410 - Pest Controller	18.98
99510 - Photofinishing Worker	14.89
99710 - Recycling Laborer	15.88
99711 - Recycling Specialist	19.54
99730 - Refuse Collector	14.05
99810 - Sales Clerk	13.65
99820 - School Crossing Guard	9.97
99830 - Survey Party Chief	23.31
99831 - Surveying Aide	13.96
99832 - Surveying Technician	17.89
99840 - Vending Machine Attendant	14.09
99841 - Vending Machine Repairer	17.03
99842 - Vending Machine Repairer Helper	14.05

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

specifications;

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

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

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

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

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
  
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

6) The contractor informs the affected employees.

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

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

PWS

**PERFORMANCE WORK STATEMENT (PWS)**

**Increased Law Enforcement Services, Wylie Texas**

**Lavon Lake**

**2016**

1. GENERAL: This is a non-personal services contract to provide increased law enforcement services at Lavon Lake. 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 (PWS) except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.

1.2. Scope: Wylie Police Department (Contractor) agrees to provide a specific level of increased law enforcement services for that part of Lavon Lake lying within the City of Wylie's jurisdiction 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 East Fork, Avalon, Lavonia, Mallard, Little Ridge, Pebble Beach Parks, Stilling Basin, Dam, and Lavon Headquarters. The contractor shall accomplish enforcement of state and local laws, warnings for Title 36 violations, monitoring of visitor use to increase public safety, and assisting Corps of Engineers rangers with their visitor assistance duties if requested. When requested by the Corps of Engineers representative, the Police Department agrees to dispatch an officer or officers, 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 20 May through 6 September, 2016, for a total of 608 patrol hours, further specified in Appendices A & B to this PWS. Effective start date is 18 April 2016 **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed, whichever is later.** The 18 April 2016 contract award allows for time to coordinate and execute the orientation before the patrols begin on 20 May 2016. Patrols will be conducted based on the attached schedule (See Appendices A and B).

#### 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 (DEAS) in accordance with the attached format (Appendix C) or format accepted by the QA POC. In addition, the Contractor will prepare a Daily Patrol Log to include but not be limited to, start time of shift, end time of shift, time in/time out of locations or action area, location and description of activities and actions, written in a format currently used by the agency. The DEAS and Daily Report logs will be completed daily and submitted at the close of each month to the Corps of Engineers Quality Assurance Point of Contact (QA POC) listed in paragraph 1.4.11 of this plan. Any arrest or serious incident report should be forwarded to the Lavon Lake Office upon completion of the initial report. 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 and B).

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 Wylie Police Department's jurisdiction as 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. (E.g. officers responding to a call on government property after the scheduled patrol hours, or officers working a call on government property and which requires them to stay past the scheduled patrol time, etc).

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

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

1.4.7.1 Key Control: Government keys provided to the contractor will be issued and controlled in accordance with IAW AR 190-51. The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be provided in writing to the Corps Lake Security Officer. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

(a) The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor and team member. The Contractor shall prohibit the opening of locked areas by persons other than the Contractor and team member.

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

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

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

1.4.11 Key Personnel: The following personnel are considered key personnel by the Government, and will serve as the Corps QA POC: Michael K. Kinard, Lake Manager, Lavon Lake; Alternate: Curry Murphy, Park Ranger, Lavon Lake.

The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

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

1.4.13 Contractor Travel: (Not applicable):

1.4.14 Data Rights: (Not applicable)

1.4.15 Organizational Conflict of Interest: (Not applicable)

1.5. GOVERNMENT FURNISHED ITEMS AND SERVICES: (Not applicable)

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

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

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

1.6.3. Materials: (Not applicable).

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR) (Not applicable)

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS) (Not applicable)

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

1.9.3 Appendix A – Patrol Schedule

1.9.4 Appendix B – Hours by Month

1.9.5 Appendix C – Daily Enforcement Action Summaries

1.9.6 Appendix D – Law Enforcement Park Log

2.0 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
<p>The contractor shall provide additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas.</p>	<p>The contractor provides visible and verifiable presence and actions in the designated areas at the specified days and times.</p>	<p>All required shifts were covered and the specified contract services were performed. Contractor coordinated in advance with Corps key personnel in the event of an unforeseen event which prevented an officer from serving all or part of a shift, which would not be billable to the Government.</p>	<p>Contractor's Daily Enforcement Action Summaries turned in by Contractor will be examined by QA POC to ensure accuracy prior to authorizing payment.</p>

## TECHNICAL EXHIBIT 2

### DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u>Number of Copies</u>	<u>Medium / Format</u>	<u>Submit To</u>
Contract manager and alternate designated in writing	Once within 5 days of contract award	One copy	Hard copy, FAX, or email	US Army Corps of Engineers  Attn: Michael Kinard  3375 Skyview Drive  Wylie, Texas 75098
Invoice for contract services performed; includes billing start/end dates, hours worked, total charges.	Submitted to Corps by the 5 <sup>th</sup> of every month, listing contract services performed during the previous calendar month.	One copy of the invoice, submitted to the Corps QA POC	Hard copy, FAX, or email	US Army Corps of Engineers  Attn: Michael Kinard  3375 Skyview Drive  Wylie, Texas 75098
Daily Enforcement	To Corps with monthly	One copy	Hard copy, FAX, or	US Army Corps of Engineers

Action Summaries	invoice		email	Attn: Michael Kinard 3375 Skyview Drive Wylie, Texas 75098
------------------	---------	--	-------	--

**PERFORMANCE WORK STATEMENT**

APPENDIX A

PATROL SCHEDULE

2016



# MAY 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1  Total Hours = 84	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20  1900-2300=4hrs	21  1500-1900=4hrs  1900-2300=4hrs
22  1500-1900=4hrs  1900-2300=4hrs	23	24	25	26	27  1500-1900=4hrs  1900-2300=4hrs  1900-2300=4hrs	28  1100-1500=4hrs  1500-1900=4hrs  1900-2300=4hrs

						1900-2300=4hrs
29	<b>30</b>	31				
1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs	1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs	1900-2300=4hrs				
<b>JUNE 2016</b>						
<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
			1  1900-2300=4hrs	2	3  1900-2300=4hrs	4  1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
Total Hours = 136						

5  1500-1900=4hrs 1900-2300=4hrs	6	7  1900-2300=4hrs	8	9  1900-2300=4hrs	10  1900-2300=4hrs	11  1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
12  1500-1900=4hrs 1900-2300=4hrs	13  1900-2300=4hrs	14	15  1900-2300=4hrs	16	17  1900-2300=4hrs	18  1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
19  1500-1900=4hrs 1900-2300=4hrs	20	21  1900-2300=4hrs	22	23  1900-2300=4hrs	24  1900-2300=4hrs	25  1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs

26	27	28	29	30		
1500-1900=4hrs 1900-2300=4hrs	1900-2300=4hrs		1900-2300=4hrs	1900-2300=4hrs		

## JULY 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1  1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs	2  1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs
3  1100-1500=4hrs	4  1100-1500=4hrs	5  1900-2300=4hrs	6	7  1900-2300=4hrs	8  1900-2300=4hrs	9  1100-1500=4hrs
<b>Total Hours =188</b>						

1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs	1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs					1500-1900=4hrs 1900-2300=4hrs
10  1500-1900=4hrs 1900-2300=4hrs	11  1900-2300=4hrs	12	13  1900-2300=4hrs	14	15  1900-2300=4hrs	16  1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
17  1500-1900=4hrs 1900-2300=4hrs	18	19  1900-2300=4hrs	20	21  1900-2300=4hrs	22  1900-2300=4hrs	23  1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
24  1500-1900=4hrs 1900-2300=4hrs 31 1500-1900=4hrs	25  1900-2300=4hrs	26	27  1900-2300=4hrs	28	29  1900-2300=4hrs	30  1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs

1900-2300=4hrs						
----------------	--	--	--	--	--	--

## AUGUST 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 1900-2300=4hrs	3	4 1900-2300=4hrs	5 1900-2300=4hrs	6 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
7 1500-1900=4hrs 1900-2300=4hrs	8 1900-2300=4hrs	9	10 1900-2300=4hrs	11	12 1900-2300=4hrs	13 1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs

14  1500-1900=4hrs 1900-2300=4hrs	15	16  1900-2300=4hrs	17	18  1900-2300=4hrs	19  1900-2300=4hrs	20  1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
21  1500-1900=4hrs 1900-2300=4hrs	22  1900-2300=4hrs	23	24  1900-2300=4hrs	25	26  1900-2300=4hrs	27  1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs
28  1500-1900=4hrs 1900-2300=4hrs	29	30  1900-2300=4hrs	31			

# SEPTEMBER 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Total Hours = 68				1  1900-2300=4hrs	2  1500-1900=4hrs  1900-2300=4hrs  1900-2300=4hrs	3  1100-1500=4hrs  1500-1900=4hrs  1900-2300=4hrs 1900-2300=4hrs
4  1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs	5  1100-1500=4hrs 1500-1900=4hrs 1900-2300=4hrs 1900-2300=4hrs	6  1900-2300=4hrs	7	8	9	10

11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**Grand Total Hours = 608**

**PERFORMANCE WORK STATEMENT**

APPENDIX B

HOURS BY MONTH

2016

May: 21 shifts X 4 hours = 84 hours  
(Includes Memorial Day)

June: 34 shifts X 4 hours = 136 hours

July: 47 shifts X 4 hours = 188 hours  
(Includes Independence Day)

August: 33 shifts X 4 hours = 132 hours

September: 17 shifts X 4 hours = 68 hours  
(Includes Labor Day)

Total = 608 Hours





Other

---

Total

---

**Conduct Offense**

Loud/Unruly

---

Pubic Intox

---

Cont Subst.

---

Minor Poss.

---

Theft

---

Vandal

---

Litter

---

Weapons

---

Assault

---

Other

---

Total

---

---

TOTALS

---

\*\*\* For all arrests and evictions include details on back \*\*\*

Officer Number: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Section E - Inspection and Acceptance

QASP

## **QUALITY ASSURANCE SURVEILLANCE PLAN**

### **Increased Law Enforcement Contract, Wylie, TX**

**1. Overview:** This contract establishes a specific increased level of law enforcement services to be provided by Wylie Police Department to the US Army Corps of Engineers at Lavon Lake. This is a sole-source contract, since the Wylie Police 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 each patrol to 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 Enforcement Action Summary and Daily Patrol 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 action summary logs will then be submitted to the Lake Manager by the fifth day after the end of the month of service. For arrests and serious violations, the Corps requests a copy of the police report once the initial report is complete for their reporting requirements.

#### **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 Enforcement Action Logs) and the total monthly expenses. The 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 verification to the Contracting Officer. These reports will become part of the formal QA documentation. The QA POC will maintain a complete QA file, containing copies of all evaluations and related documentation. The QA POC will forward these records to the Contracting Officer at completion of the contract.

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

#### CLAUSES INCORPORATED BY REFERENCE

52.246-1

Contractor Inspection Requirements

APR 1984

Section F - Deliveries or Performance

**CLAUSES INCORPORATED BY REFERENCE**

52.242-15

Stop-Work Order

AUG 1989

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
--------------	---	----------

Section I - Contract Clauses

**CLAUSES INCORPORATED BY REFERENCE**

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

**CLAUSES INCORPORATED BY FULL TEXT**

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

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

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

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

(End of clause)

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

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

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

(1) When no longer needed for contract performance.

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

(3) Upon contract completion or termination.

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

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

(End of Clause)

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

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

(1) When no longer needed for contract performance.

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

(3) Upon contract completion or termination.

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

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

(End of Clause)

(a) Definitions. As used in this clause:

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

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

does not include the Contractor's supplier agreements with vendors, such as long-term arrangements

for materials or supplies that benefit multiple contracts and/or the costs of which are normally

applied to a Contractor's general and administrative expenses or indirect costs.

Month of award means the month in which a contract is signed by the Contracting Officer or

the month in which a first-tier subcontract is signed by the Contractor.

Total compensation means the cash and noncash dollar value earned by the executive during

the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR

229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized

for financial statement reporting purposes with respect to the fiscal year in accordance with the

Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

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

and are available generally to all salaried employees.

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

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

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

for the executive exceeds \$10,000.

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

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

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

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

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

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

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

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

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

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

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

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

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

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

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

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

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

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

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

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

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

from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the

first-tier subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

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

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts),

loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial

assistance; and

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

assistance; and

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

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

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

expires.

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

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

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

(End of clause)

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

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

Commercial and Government Entity (CAGE) code means—

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

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

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

(c) CAGE codes may be obtained via--

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

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

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

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

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

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

(End of Provision)

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

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

Commercial and Government Entity (CAGE) code means--

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information

on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

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

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

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

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

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

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

(End of clause)

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

(End of clause)

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(u) Unauthorized Obligations.

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

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

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

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

Government authorized end user to such clause.

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

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

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

(End of Clause)

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

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

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

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

(b)

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

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

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

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

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

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

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

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

(End of Clause)

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

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

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003)

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

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

- (1) On parole or probation to work at paid employment during the term of their sentence;
  
- (2) Who have been pardoned or who have served their terms; or
  
- (3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--
  - (i) The worker is paid or is in an approved work training program on a voluntary basis;
  
  - (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
  
  - (iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
  
  - (iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
  
  - (v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

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

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

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

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Name and address and social security number;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(p) Contractor's Certification.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

Employee Class Monetary Wage-Fringe Benefits

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

Energy-efficient product—

(1) Means a product that--

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

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

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

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

(1) Delivered;

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

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

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

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

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

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

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

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

(2) FEMP at [http://www1.eere.energy.gov/femp/procurement/eep\\_requirements.html](http://www1.eere.energy.gov/femp/procurement/eep_requirements.html).

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) For information about EPEAT®, see [www.epa.gov/epeat](http://www.epa.gov/epeat).  
(End of clause)

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

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

Driving—

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

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

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

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

(c) The Contractor is encouraged to--

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

(End of clause)

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

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

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

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

(End of Clause)

## 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

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

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

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

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

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

(End of clause)

## 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

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

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

(End of clause)

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

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

(End of clause)

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

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

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

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

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

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

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

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

(End of clause)

#### 52.247-5 FAMILIARIZATION WITH CONDITIONS (APR 1984)

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

(End of clause)

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

(End of clause)

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

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

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

(End of clause)

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

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

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

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

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

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

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

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

Covered defense information means unclassified information that--

(i) Is--

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

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

(ii) Falls in any of the following categories:

(A) Controlled technical information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Cyber incident reporting requirement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) Subcontracts. The Contractor shall--

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

Domestic end product means--

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

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

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

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

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

(B) The end product is a COTS item.

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

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

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

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

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

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

Qualifying country end product means--

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

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

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

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

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

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

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

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

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

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

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

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

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

(1) The total dollar amount of the levy;

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

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

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

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

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

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

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

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

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

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

CONTRACTING OFFICER'S STMT

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



# Wylie Police Department

## Memorandum

---

**TO: U.S. Army Corps of Engineers**

**FROM: Lt Mike Atkison**

**DATE: April 8, 2016**

**SUBJECT: Contract for Increased Law Enforcement Services Lavon Lake**

---

**Labor:**

Patrol Officers: 608 hrs. X \$48.07 hr. (Average O/T rate for Officers working this contract)	\$29226.56
Supervisor: \$71.98 X 15 Hours	\$1079.70
Clerical Support: \$39.17 X 20 Hours	\$783.40
Dispatch (weekends) \$33.40 X 348	\$11623.20

**Total: \$42712.86**

FICA/Medicare: .0765 X \$42712.86	\$3267.53
LT Disability: .57 X 608 hrs.	\$346.56
TMRS: .1457 X \$42712.86	\$6223.26
Workers Comp: .0442 X \$42712.86	\$1887.91
Employee Insurance: .0840 X \$42712.86	\$3587.88

**Total: \$15313.14**

**Total Labor: \$58026.00**

Vehicle Cost: 9500 mi. X .54 (IRS Rate)	\$5130.00
Total Contract:	\$63156.00
Labor/Vehicle: \$63156 / 608hrs.	\$103.88 per hour



# Wylie City Council

---

## AGENDA REPORT

**Meeting Date:** April 26, 2016  
**Department:** Public Services  
**Prepared By:** Purchasing  
**Date Prepared:** 4/19/2016

**Item Number:** E  
*(City Secretary's Use Only)*  
**Account Code:** 112-5614-58570  
**Budgeted Amount:** \$93,000  
**Exhibits:** W2016-42-E Evaluation Tab

### Subject

Consider and act upon the award of Request for Qualifications (RFQ) #W2016-42-E for Design Services for Wylie Municipal Complex East Meadow Trail Project to Dunaway Associates, L.P. in the estimated amount of \$91,770, and authorizing the City Manager to sign any necessary documents.

### Recommendation

A motion to approve the award of Request for Qualifications (RFQ) #W2016-42-E for Design Services for Wylie Municipal Complex East Meadow Trail Project to Dunaway Associates, L.P. in the estimated amount of \$91,770, and authorizing the City Manager to sign and necessary documents.

### Discussion

The Parks 4B budget for FY15-16 has funds approved for design services for the Wylie Municipal Complex East Meadow Trail Project.

In January 2016, the City issued a Request for Qualifications (RFQ #2016-42-E) for design services for this project and nine (9) responses were received. In accordance with Government Code Chapter 2254 (Professional and Consulting Services), a committee of three (3) City staff members formally evaluated and ranked the submittals to determine the most qualified firm. The results of the evaluation were returned to the Purchasing Agent, with the highest ranked firm being Dunaway Associates, L.P. of Fort Worth, Texas.

Staff's assessment was based on the Evaluation Criteria as outlined in the RFQ:

- Firm's understanding of the City's requested tasks and needs
- Firm's experience with similar projects comparable in type, size and complexity
- Demonstrated ability of the Firm to perform high-quality work and to meet strict project schedules
- Qualifications of the Firm's staff assigned to perform the work with this project

The scope of work for the resulting contract includes professional landscape architectural and engineering services for the City's project. The consultant will prepare preliminary design and final construction documents for approximately 6,700 linear feet of concrete trail, pedestrian bridge, parking lot, lighting and site furnishings for the purpose of publicly bidding the work in accordance with City standards. The work will also include a Geotechnical Investigation Report and Flood Study associated with the proposed pedestrian bridge.

Based on the above criteria and a successful negotiation process with the firm, City staff recommends award of a design services contract to Dunaway Associates, L.P.



**BID EVALUATION SUMMARY  
W2016-42-E**

**RFQ: DESIGN SERVICES WYLIE MUNICIPAL COMPLEX  
EAST MEADOW TRAIL PROJECT  
(February 9, 2016 @ 3:00 pm CST)**

---

**\*\* NOTE:** All vendors were scored on a straight point scale; each of the 4 categories was worth 25 points and a score of 12.5 was set as "meets the minimum criteria and is qualified to perform the work. Based on this scoring, a resulting minimum score of 50 demonstrates qualified.

<b>FIRM</b>	<b>QUALIFICATION SCORE</b>
<b>Adams Engineering &amp; Development Consultants</b>	<b>52.50</b>
<b>Dunaway Associates, L.P</b>	<b>70.00</b>
<b>Dunkin Sims Stoffels, Inc. in Association with Birkhoff, Hendricks &amp; Carter, L.L.P</b>	<b>58.00</b>
<b>Kimley- Horn and Associates, Inc</b>	<b>66.67</b>
<b>Pacheco Koch, LLC</b>	<b>52.50</b>
<b>Pape-Dawson Engineers, Inc.</b>	<b>55.33</b>
<b>Teague Nall and Perkins, Inc.</b>	<b>62.33</b>
<b>RVi Planning + Landscape Architecture</b>	<b>64.67</b>
<b>Schricket, Rollins and Associates, Inc.</b>	<b>50.67</b>

I certify that the above includes all firms who submitted a statement of qualifications:

*Glenna Hayes*

Glenna Hayes C.P.M., A.P.P.  
Purchasing Agent

*April 19, 2016*

Date



# Wylie City Council

---

## AGENDA REPORT

**Meeting Date:** April 26, 2016  
**Department:** Finance  
**Prepared By:** Finance  
**Date Prepared:** April 20, 2016

**Item Number:** 1  
*(City Secretary's Use Only)*  
**Account Code:** \_\_\_\_\_  
**Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** 2

### Subject

Consider, and act upon, Ordinance No. 2016-07 amending Ordinance No. 2015-30 (2015-2016 Budget) for proposed mid-year amendments for fiscal year 2015-2016.

### Recommendation

Motion to approve Ordinance No. 2016-07 amending Ordinance No. 2015-30 (2015-2016 Budget) for proposed mid-year amendments for fiscal year 2015-2016.

### Discussion

The mid-year budget amendments are generally intended to cover unanticipated and/or unavoidable revenue and expenditure adjustments to the adopted budget. The detail is attached for the requested items which are located within the General Fund, 4B Sales Tax Revenue Fund, and Utility Fund. The requests are further defined as neutral (matching revenues to expenditures), revenue increases or expenditure increases.

**ORDINANCE NO. 2016-07**

**AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2015-30, WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2015-2016; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council heretofore adopted Ordinance No. 2015-30 setting forth the Budget for Fiscal Year 2015-2016 beginning October 1, 2015, and ending September 30, 2016; and,

**WHEREAS**, the City Departments and Divisions routinely review their budget appropriations to determine if any changes are necessary; and

**WHEREAS**, based upon said review the City staff now recommends that certain amendments to the Budget be considered by the City Council; and,

**WHEREAS**, the City Council has the authority to make amendments to the City Budget under Article VII, Section 4 of the City Charter, as well as State law; and,

**WHEREAS**, the City Council has determined that the proposed amendments to the FY 2015-2016 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WYLIE, TEXAS:**

**SECTION I:** The proposed amendments to the FY2015-2016 Budget of the City of Wylie, as heretofore adopted by Ordinance No. 2015-30, are, completely adopted and approved as amendments to the said FY2015-2016 Budget.

**SECTION II:** All portions of the existing FY2015-2016 Budget and Ordinance No. 2015-30, except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

**SECTION III:** Should any paragraph, sentence, sub-division, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

**SECTION IV:** This ordinance shall be in full force and effect from and after its adoption by the City Council and publication of its caption as the law and the City Charter provide in such cases.

**SECTION V:** That all other ordinances and code provisions in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other provisions of the Wylie City Code not in conflict herewith shall remain in full force and effect.

**SECTION VI:** The repeal of any ordinance, or parts thereof, by the enactment of the Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue, nor as affecting any rights of the municipality under any section or provision of any ordinances at the time of passage of this ordinance.

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, this 26th day of April, 2016.

---

Eric Hogue, Mayor

ATTEST:

---

Carole Ehrlich, City Secretary

City of Wylie  
FY 2016 Mid-Year Adjustments

<u>Fund/Account</u>	<u>Account Description</u>	<u>Mid-Year Description</u>	<u>Amount</u>	<u>Additional Description</u>
100-5131-56180	Rental	New Postage Machine Lease	2,000	
100-5132-58910	Buildings - (Capital)	FS1 Roof Replacement	25,000	Partially Funded from Ins. Proceeds
100-5211-58510	Motor Vehicles	Patrol Vehicles - (6) Repl; (2) New	285,000	Due to Hail Storm Damage
100-5211-52130	Tools & Equipment	Patrol Vehicle Equipment	152,740	Due to Hail Storm Damage
100-5155-52130	Tools & Equipment	Patrol Vehicle Equipment	25,000	Due to Hail Storm Damage
100-5211-52130	Tools & Equipment	L3 Mobile Vision Workstation	8,545	
100-5211-52010	Office Supplies	Fujitsu Scanners (5)	4,045	
100-5211-58510	Motor Vehicles	Admin. Vehicle (New)	26,000	
100-5211-52130	Tools & Equipment	Admin. Vehicle Equipment	8,600	
100-5211-52710	Uniforms	Ballistic Vests	8,544	Funded from Comptroller
100-5211-56210	Travel & Training	LEOSE Reimbursements	3,391	Funded from Comptroller
100-5241-56210	Travel & Training	LEOSE Reimbursements	646	Funded from Comptroller
100-5211-52250	Medical & Surgical	SANE Exams	5,120	Funded from Comptroller
100-4000-43530	Fire Services	Revenue From Inspiration	(194,544)	Budget Neutral
100-5231-51110	Salaries	Inspiration Personnel (2 FF's)	24,216	Personnel Related
100-5231-51XXX	Personnel Services	Inspiration Personnel (2 FF's)	16,928	Personnel Related
100-5231-52710	Uniforms	Inspiration Personnel (2 FF's)	10,000	Budget Neutral
100-5231-56040	Special Services	Inspiration Personnel (2 FF's)	1,200	Budget Neutral
100-5231-56040	Office Supplies	Inspiration Personnel (2 FF's)	2,200	Budget Neutral
100-5231-58510	Motor Vehicles	ALS Squad Vehicle	65,000	Budget Neutral
100-5231-52130	Tools & Equipment	ALS Squad Equipment	60,672	Budget Neutral
100-5231-54810	Computer Hard/Software	ALS Squad Equipment	14,328	Budget Neutral
100-5251-52250	Medical & Surgical	Medical Needs Assistance	692	Funded from Donations
100-5511-52610	Recreational Supplies	Improvements at Olde City Park	2,500	Funded From Donations
100-5551-56040	Special Services	Catholic Foundation Donation	4,980	Funded From Donations
100-5181-56040	Special Services	Costs Associated with Hail Storms	700,000	
<b>Total General Fund</b>			<b>\$ 1,262,803</b>	
112-4000-49131	Transfer from Special Rev.	Transfer from Rec Fund - (Revenue)	(444,004)	
112-4000-48440	Contributions/Donations	WASA Donation - (Revenue)	(13,371)	
112-5613-52130	Tools & Equipment	PA System Equipment	24,000	Partially Funded From Donations
112-5613-56040	Special Services	PA System Installation	6,000	Partially Funded From Donations
112-5000-56040	Special Services	Costs Associated with Hail Storms	50,000	
<b>Total 4B Sales Tax Revenue Fund</b>			<b>\$ (377,375)</b>	
611-5712-52130	Tools & Equipment	Nitrogen Testing Meter	2,800	
611-5712-54210	Streets & Alleys	Street Repairs due to Water Leaks	7,500	
611-5712-51130	Overtime	Increase in Overtime	10,000	Personnel Related
611-5712-51XXX	Personnel Services	Increase in Taxes & Benefits	2,300	Personnel Related
611-5715-51130	Overtime	Increase in Overtime	2,000	Personnel Related
611-5715-51XXX	Personnel Services	Increase in Taxes & Benefits	460	Personnel Related
611-5719-56040	Special Services	Costs Associated with Hail Storms	200,000	
<b>Total Utility Fund</b>			<b>225,060</b>	

**GENERAL FUND**  
**STATEMENT OF REVENUES AND EXPENDITURES**

	<b>CURRENT BUDGET 2015-2016</b>	<b>PROJECTED PERSONNEL SAVINGS</b>	<b>OTHER AMENDMENTS</b>	<b>AMENDED BUDGET 2015-2016</b>
<b>REVENUES:</b>				
Ad Valorem Taxes	18,901,356	-	-	18,901,356
Sales Taxes	4,537,658	-	-	4,537,658
Franchise Fees	2,671,000	-	-	2,671,000
Licenses & Permits	746,000	-	-	746,000
Intergovernmental Revenues	725,920	-	194,544	920,464
Service Fees	3,225,000	-	-	3,225,000
Fines and Forfeitures	660,832	-	-	660,832
Interest & Miscellaneous	171,000	-	-	171,000
<b>Total Revenues</b>	<b>31,638,766</b>	<b>-</b>	<b>194,544</b>	<b>31,833,310</b>
<b>OTHER FINANCING SOURCES:</b>				
Transfers from Other Funds	2,054,050	-	-	2,054,050
Use of Fund Balance for Debt Services	200,000	-	-	200,000
Use of Fund Balance for for Fleet & Equipment	772,783	-	-	772,783
Use of Fund Balance for Carry Over Items	58,907	-	-	58,907
<b>Total Other Financing Sources</b>	<b>3,085,740</b>	<b>-</b>	<b>-</b>	<b>3,085,740</b>
<b>Total Revenues &amp; Transfer in</b>	<b>34,724,506</b>	<b>-</b>	<b>194,544</b>	<b>34,919,050</b>
<b>EXPENDITURES:</b>				
<b>General Government</b>				
City Council	90,796	-	-	90,796
City Manager	841,241	1,865	-	839,376
City Secretary	276,680	(66)	-	276,746
City Attorney	147,000	-	-	147,000
Finance	1,032,813	453	2,000	1,034,360
Facilities	729,460	31,830	25,000	722,630
Municipal Court	365,036	(5,311)	-	370,347
Human Resources	306,936	21,825	-	285,111
Purchasing	162,501	28,091	-	134,410
Information Technology	1,254,236	(135)	-	1,254,371
Animal Control	671,946	26,265	692	646,373
<b>Public Safety</b>				
Police	8,362,316	212,037	527,631	8,677,910
Fire	7,161,256	89,870	194,544	7,265,930
Emergency Communications	1,409,706	52,871	-	1,356,835
<b>Development Services</b>				
Planning	582,075	36,572	-	545,503
Building Inspections	485,270	36,132	-	449,138
Code Enforcement	236,744	(46)	-	236,790
<b>Streets</b>	<b>2,367,884</b>	<b>28,492</b>	<b>-</b>	<b>2,339,392</b>
<b>Community Services</b>				
Parks	2,417,139	30,832	2,500	2,388,807
Library	1,770,773	43,867	4,980	1,731,886
<b>Combined Services</b>	<b>4,052,699</b>	<b>-</b>	<b>700,000</b>	<b>4,752,699</b>
<b>Total Expenditures</b>	<b>34,724,506</b>	<b>635,444</b>	<b>1,457,347</b>	<b>35,546,409</b>

**FY 2016 Mid Year Adjustments**  
**Salary & Benefits Savings**

<b>FY 2016 Budget</b>		
City Council	\$	-
City Manager	\$	1,865
City Secretary	\$	(66) Year-End Accrual Adjustments
Finance	\$	453
Facilities	\$	31,830 Period of vacant position(s)
Municipal Court	\$	(5,311) Rate increase for judge & prosecutor
Human Resources	\$	21,825 Period of vacant position(s)
Purchasing	\$	28,091 Period of vacant position(s)
Information Technology	\$	(135) Year-End Accrual Adjustments
Police	\$	212,037 Period of vacant position(s)
Fire	\$	89,870 Period of vacant position(s)
Emergency Communications	\$	52,871 Period of vacant position(s)
Animal Control	\$	26,265 Majority due to savings in benefits
Planning	\$	36,572 Period of vacant position(s)
Building Inspections	\$	36,132 Period of vacant position(s)
Code Enforcement	\$	(46) Year-End Accrual Adjustments
Streets	\$	28,492 Majority due to savings in benefits
Parks	\$	30,832 Majority due to savings in benefits
Library	\$	43,867 Period of vacant position(s)
	<b>\$</b>	<b>635,444</b>

# REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2016

RANK	1	OF	1	REQUEST:	New Postage Machine	DEPARTMENT:	FINANCE
------	---	----	---	----------	---------------------	-------------	---------

New Request: **Yes**                      New personnel? **No**                      Salary Grade: \_\_\_\_\_

Funds already expensed or received? **No**                      Change Level of current personnel?      From:                      To:

**PURPOSE/OBJECTIVE OF REQUEST:**

The Finance Department is requesting additional funds to enter into a new 48 month lease with Pitney Bowes for a new postage machine. The current machine has been out of warranty for an extended amount of time and has become increasingly unreliable. This request will cover the first six months (April - September) of the new lease, as well as, any additional fees or setup costs.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5131	56180	New Postage Machine Lease (April - September)	2,000
<b>TOTAL</b>				2,000

**ADDITIONAL COMMENTS:**

# REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2016

RANK 1 OF 1 REQUEST: Fire Station 1 Roof Replacement DEPARTMENT: FACILITIES

New Request: Yes New personnel? No Salary Grade: \_\_\_\_\_  
Funds already expensed or received? No Change Level of current personnel? From: To:

**PURPOSE/OBJECTIVE OF REQUEST:**

In February of this year we received a payment from insurance to replace the roof at Fire Station 1. This was in the amount of \$14,753 which would exclude our deductible and depreciation in the amount of \$6,023.96 (which is recoverable if needed). I am asking for funding in the amount of \$25,000 to perform this work.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5132	58910	FS1 Reroof - Insurance Claim	25,000
TOTAL				25,000

**ADDITIONAL COMMENTS:**

**REQUEST FORM - MID YEAR BUDGET AMENDMENT**

**FISCAL YEAR 2016**

**RANK 1 OF 7 REQUEST: Patrol Tahoes DEPARTMENT: POLICE**

New Request: **Yes** New personnel? **No** Salary Grade: \_\_\_\_\_  
Funds already expensed or received? **No** Change Level of current personnel? From: To:

**PURPOSE/OBJECTIVE OF REQUEST:**

Eight (8) new 2016 Chevy Tahoes to be used for patrol. Six of the eight are scheduled for rotation with two being additional units to support the increase in patrol staffing levels. During the recent hail storm events of March 23 and April 11, 2016, 21 of the 25 marked units (Patrol and SRO) were heavily damaged and many are out of service pending repairs. There are currently eight (8) Patrol units being utilized 24 hours/day compared to normal operations of 12 hours in use and 12 hours parked; impacting vehicle availability (Lake Patrol, special events, major incidents), maintenance and longevity. There is also the potential for model years older than 2012 to be totaled by the City's risk pool provider (TMLIRP). These weather events coupled with the ordering timeframes imposed by General Motors will impact the Police Department's ability to provide necessary services.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5211	58510	2016 Chevy Tahoes	285,000
100	5211	52130	Vehicle equipment - Lights, labor, tint, Opticom, mobile radio, etc.	152,740
100	5155	52130	ICS - Calls for Service and IBRS	25,000
<b>TOTAL</b>				<b>462,740</b>

**ADDITIONAL COMMENTS:**

This purchase of vehicles will be in-lieu of the FY2017 vehicle replacement request of 6 patrol units and 2 ELS patrol units.

**REQUEST FORM - MID YEAR BUDGET AMENDMENT**

**FISCAL YEAR 2016**

**RANK 2 OF 7 REQUEST: L3 Mobile Vision DVD/Blu Ray Workstation DEPARTMENT: POLICE**

New Request: **Yes** New personnel? **No** Salary Grade: \_\_\_\_\_  
Funds already expensed or received? **No** Change Level of current personnel? From: To:

**PURPOSE/OBJECTIVE OF REQUEST:**  
New L3 Mobile Vision DVD/Blu Ray Robot w/built-in workstation, is needed to keep up with the increase in video data collection. The current L3 Robot workstation operated by the Wylie Police Department is designed to copy/burn 50 videos discs a week. The Wylie Police Department's Records Division is building 50 discs every two days. Due to the large video/audio files, multiple discs are needed for every case. The DA's office is requiring two copies of every disc to be submitted with every case, one for the prosecution and one for the defense. The current system is unable to handle the increase in videos being retained from in-car video and body-worn cameras.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5211	52130	L3 Mobile Vision DVD/Blu Ray Robot w/workstation	8,545
TOTAL				8,545

**ADDITIONAL COMMENTS:**

# REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2016

RANK	3	OF	7	REQUEST:	Fujitsu FI-7160 Scanners	DEPARTMENT:	POLICE
------	---	----	---	----------	--------------------------	-------------	--------

New Request: **Yes**                      New personnel? **No**                      Salary Grade: \_\_\_\_\_

Funds already expensed or received? **Yes**                      Change Level of current personnel?                      From:                      To:

**PURPOSE/OBJECTIVE OF REQUEST:**

New scanners were needed and purchased to improve productivity and assist with building reports required to file cases with the County District Attorney's Offices. Due to changes in laws, the Wylie Police Department's Records Division is tasked with producing additional copies of case reports and videos to be submitted to the DA's office for criminal prosecution. The previous older scanners were unable to handle the required workload, which slowed down progress.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5211	52010	Five Fujitsu FI-7160	4,045
TOTAL				4,045

**ADDITIONAL COMMENTS:**

# REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2016

RANK	4	OF	7	REQUEST:	Admin Vehicle	DEPARTMENT:	POLICE
------	---	----	---	----------	---------------	-------------	--------

New Request: **Yes**                      New personnel? **No**                      Salary Grade: \_\_\_\_\_  
Funds already expensed or received? **No**                      Change Level of current personnel? From:                      To:

**PURPOSE/OBJECTIVE OF REQUEST:**

One new 2016 Chevy Caprice or similar type vehicle to be used for the administrative officer assigned to recruiting/hiring, training coordinator, and AI investigator. There is currently a detective handling these duties and once moved to an admin position, his current assigned vehicle will be left for the new CID investigator. Recruiting and hiring requires the investigator to travel across the State conducting thorough background investigations on applicants.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5211	58510	2016 Chevy Caprice or similar vehicle	26,000
100	5211	52130	Vehicle equipment - same as CID package	8,600
			Lights, labor, tint, Opticom, mobile radio, etc.	
<b>TOTAL</b>				<b>34,600</b>

**ADDITIONAL COMMENTS:**

This vehicle can possibly be purchased using the department salary savings over the first half of this FY 2016 budget.

# REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2016

RANK	5	OF	7	REQUEST:	Ballistic Vest Reimbursement	DEPARTMENT:	POLICE
------	---	----	---	----------	------------------------------	-------------	--------

New Request: **Yes**                      New personnel? **No**                      Salary Grade: \_\_\_\_\_  
Funds already expensed or received? **Yes**                      Change Level of current personnel?                      From:                      To:

**PURPOSE/OBJECTIVE OF REQUEST:**

Reallocation of funds to the Wylie Police Department Wearing Apparel & Uniform Account #100-5211-52710 reimbursed for the purchase of ballistic vests through the Ballistic Vest Program.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5211	52710	Reimbursement check for purchased Ballistic Vests	8,544
TOTAL				8,544

**ADDITIONAL COMMENTS:**

The Wylie Police Department participates in the BPV program, where the department is responsible for the upfront costs associated with purchasing ballistic duty vests for officers. Half of the expenses spent by the department are then reimbursed back to the department.

**REQUEST FORM - MID YEAR BUDGET AMENDMENT**

**FISCAL YEAR 2016**

**RANK 6 OF 7 REQUEST: LEOSE Reimbursement DEPARTMENT: POLICE**

New Request: **Yes** New personnel? **No** Salary Grade: \_\_\_\_\_  
Funds already expensed or received? **Yes** Change Level of current personnel? From: To:

**PURPOSE/OBJECTIVE OF REQUEST:**  
Reallocation of reimbursed funds to the Travel & Training Accounts for both the Wylie Police Department and Wylie Fire & Rescue Telecommunicator for an annual allocation payment from Law Enforcement Officer Standards and Education. The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code, which includes police officers and telecommunicators. By law these funds must be used for the continuing education of persons licensed under Chapter 1701, Occupations Code. The total amount of funds were averaged out over all the sworn officers and telecommunicators as of January 1, 2016 and funds were then divided between both PD and FD. The total funds received were \$4,036.47.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5211	56210	Reimbursement Check from LEOSE	3,391
100	5241	56210		646
<b>TOTAL</b>				<b>4,037</b>

**ADDITIONAL COMMENTS:**  
The reimbursement check is determined by the revenue received from citations to the State of Texas.

**REQUEST FORM - MID YEAR BUDGET AMENDMENT**

**FISCAL YEAR 2016**

**RANK 7 OF 7 REQUEST: Sane Exam Reimbursement DEPARTMENT: POLICE**

New Request: **Yes** New personnel? **No** Salary Grade: \_\_\_\_\_  
Funds already expensed or received? **Yes** Change Level of current personnel? From: To:

**PURPOSE/OBJECTIVE OF REQUEST:**  
Reallocation of reimbursed funds to the Wylie Police Department Medical & Surgical Account #100-5211-52250 for Sane Exams expenses.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5211	52250	Reimbursement Check for Expensed Sane Exams	5,120
<b>TOTAL</b>				<b>5,120</b>

**ADDITIONAL COMMENTS:**  
The Wylie Police Department is responsible for the upfront expenses of Sane Exams conducted for Wylie PD cases. The expenses are then reimbursed by the state.

**REQUEST FORM - MID YEAR BUDGET AMENDMENT**

**FISCAL YEAR 2016**

**RANK 1 OF 1 REQUEST: Increase in Revenue (Inspiration) DEPARTMENT: GF REVENUE**

New Request: **No** New personnel? **No** Salary Grade: \_\_\_\_\_  
Funds already expensed or received? **No** Change Level of current personnel? From: \_\_\_\_\_ To: \_\_\_\_\_

**PURPOSE/OBJECTIVE OF REQUEST:**  
The community of Inspiration is going to pay for our services. The revenue listed is for personnel cost the 4th qtr of the 2015-2016 fiscal year and the purchase of a vehicle and equipment for an ALS squad.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	4000	43530	Revenue from Inspiration	194,544
<b>TOTAL</b>				<b>194,544</b>

**ADDITIONAL COMMENTS:**

# REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2016

RANK	1a	OF	1	REQUEST:	Personnel for Inspiration	DEPARTMENT:	FIRE
------	----	----	---	----------	---------------------------	-------------	------

New Request: **No**                      New personnel? **Yes**                      Salary Grade: F1A  
Funds already expensed or received? **No**                      Change Level of current personnel? From:                      To:

**PURPOSE/OBJECTIVE OF REQUEST:**

Personnel to staff a squad that will be housed at Fire Station 2. The unit will primarily run EMS calls in District 2, 4, Town of St. Paul, and the community of Inspiration. The squad will be staffed during peak demand hours.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5231	51110	Salary for 2 firefighters from July - September	24,216
100	5231	51XXX	Benefits	16,928
100	5231	52710	Bunker Gear, Uniforms	10,000
100	5231	56040	Medical Physical and Psych	1,200
100	5231	56040	New Hire Testing Process	2,200
<b>TOTAL</b>				<b>54,544</b>

**ADDITIONAL COMMENTS:**

The goal is to have two firefighter/paramedics hired by July 1st. The salary and benefit costs were taken from the ELS we submitted and divided by four to come up with a quarterly cost. Inspiration will pay for the cost plus a 15% administrative fee.

# REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2016

RANK	1b	OF	1	REQUEST:	ALS Squad	DEPARTMENT:	FIRE
------	----	----	---	----------	-----------	-------------	------

New Request: **No**                      New personnel? **No**                      Salary Grade: \_\_\_\_\_  
 Funds already expensed or received? **No**                      Change Level of current personnel?                      From:                      To:

**PURPOSE/OBJECTIVE OF REQUEST:**  
 Vehicle and equipment for new ALS squad which will be housed at Fire Station 2. Once the unit is placed in service, it will primarily respond to EMS calls in District 2, 4, Town of St. Paul, and the community of Inspiration.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5231	58510	Squad Unit - Chevy 2500 4x4 Duramax Truck & Equip	65,000
100	5231	52130	Emergency Response Equipment	60,672
100	5231	54810	MDC, EMS Tablet, ICS and NetMotion License	14,328
<b>TOTAL</b>				<b>140,000</b>

**ADDITIONAL COMMENTS:**  
 Inspiration will pay for the full amount.



**REQUEST FORM - MID YEAR BUDGET AMENDMENT**

**FISCAL YEAR 2016**

<b>RANK</b> 1 <b>OF</b> 1	<b>REQUEST:</b> Pella Corp. Donation	<b>DEPARTMENT:</b> PARKS
---------------------------	--------------------------------------	--------------------------

New Request: **Yes**                      New personnel? **No**                      Salary Grade: \_\_\_\_\_  
 Funds already expensed or received? **Yes**                      Change Level of current personnel?                      From:                      To:

**PURPOSE/OBJECTIVE OF REQUEST:**  
 Local Wylie company, Pella Corporation, donated funds and time to make park improvements at Olde City Park in the fall of 2015. Pella donated \$2,500.00 to the City in September 2015 and then they donated time making actual park improvements in late 2015. Funds were expended in the current FY for the park improvements, which included two tables and one bench, but the donation was accounted for in FY 14-15. Staff is requesting adding \$2,500.00 back to the current FY recreation supplies account since funds for the improvements were actually used in the current FY. These additional funds would assist staff this spring in adding playground surfacing and baseball infield surfacing we typically budget for in this account.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5511	52610	Pella Corp. park improvement project at Olde City Park	2,500
<b>TOTAL</b>				2,500

**ADDITIONAL COMMENTS:**

**REQUEST FORM - MID YEAR BUDGET AMENDMENT**

**FISCAL YEAR 2016**

**RANK 1 OF 1 REQUEST: Catholic Foundation Donation DEPARTMENT: LIBRARY**

New Request: **No** New personnel? **No** Salary Grade: \_\_\_\_\_  
Funds already expensed or received? **Yes** Change Level of current personnel? From: To:

**PURPOSE/OBJECTIVE OF REQUEST:**  
Donation from the Catholic Foundation for the Library from the estate of Rita and Truett Smith.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5551	56040	Special Services	4,980
TOTAL				4,980

**ADDITIONAL COMMENTS:**

**REQUEST FORM - MID YEAR BUDGET AMENDMENT**

**FISCAL YEAR 2016**

**RANK 1 OF 1 REQUEST: Costs Associated w/ Hail Storms DEPARTMENT: GF Combined Services**

New Request: **Yes** New personnel? **No** Salary Grade: \_\_\_\_\_  
 Funds already expensed or received? **No** Change Level of current personnel? From: \_\_\_\_\_ To: \_\_\_\_\_

**PURPOSE/OBJECTIVE OF REQUEST:**  
 Based on preliminary estimates of the damages caused by the severe weather events that occurred on 3/23/2016 and 4/11/2016, staff is requesting to set aside \$700,000 of General Fund Fund Balance to cover the cost of repairs to the City's infrastructure. These funds will be allocated to specific departments based on actual costs incurred at a later date.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5181	56040	Costs Associated w/ Hail Storms	700,000
<b>TOTAL</b>				700,000

**ADDITIONAL COMMENTS:**

**4B SALES TAX REVENUE FUND**  
**STATEMENT OF REVENUES AND EXPENDITURES**

	<b>CURRENT BUDGET 2015-2016</b>	<b>PROJECTED PERSONNEL SAVINGS</b>	<b>OTHER AMENDMENTS</b>	<b>AMENDED BUDGET 2015-2016</b>
<b>REVENUES:</b>				
Sales Taxes	2,257,829	-	-	2,257,829
Intergovernmental Revenues	-	-	-	-
Service Fees	657,500	-	-	657,500
Interest & Miscellaneous	27,600	-	13,371	40,971
<b>Total Revenues</b>	<b>2,942,929</b>	<b>-</b>	<b>13,371</b>	<b>2,956,300</b>
<b>OTHER FINANCING SOURCES:</b>				
Transfers from Other Funds	-	-	444,004	444,004
Use of 4B Sales Tax Revenue Fund - Fund Balance	260,000	-	-	260,000
<b>Total Other Financing Sources</b>	<b>260,000</b>	<b>-</b>	<b>444,004</b>	<b>704,004</b>
<b>Total Revenues &amp; Transfer in</b>	<b>3,202,929</b>	<b>-</b>	<b>457,375</b>	<b>3,660,304</b>
<b>EXPENDITURES:</b>				
<b>Community Service</b>				
4B Brown House	219,435	-	-	219,435
4B Senior Activities	507,021	-	30,000	537,021
4B Parks	573,569	-	-	573,569
4B Bart Peddicord	46,927	-	-	46,927
4B Recreation Center	1,529,250	-	-	1,529,250
<b>Combined Services</b>	<b>556,930</b>	<b>-</b>	<b>50,000</b>	<b>606,930</b>
<b>Total Expenditures</b>	<b>3,433,132</b>	<b>-</b>	<b>80,000</b>	<b>3,513,132</b>

**REQUEST FORM - MID YEAR BUDGET AMENDMENT**

**FISCAL YEAR 2016**

**RANK 1 OF 2 REQUEST: Transfer from Rec Fund DEPARTMENT: 4B REVENUE**

New Request: **Yes** New personnel? **No** Salary Grade: \_\_\_\_\_  
Funds already expensed or received? **Yes** Change Level of current personnel? From: To:

**PURPOSE/OBJECTIVE OF REQUEST:**  
Prior to FY 2015-16, all financial activity at the Wylie Recreation Center was recorded in the Recreation Center Fund (Fund 125). Due to GASB standards, beginning in October 2015, the Recreation Center Fund was closed and the Recreation Center was included as a department in the 4B Sales Tax Revenue Fund (Dept 5625). The Recreation Center Fund's ending fund balance, as of September 30, 2015, of \$444,004.19 was then transferred into the 4B Sales Tax Revenue Fund (Fund 112).

ACCOUNT NO.			DESCRIPTION	AMOUNT
112	4000	49131	Transfer from Fund 125 (Recreation Center Fund)	444,004
TOTAL				444,004

**ADDITIONAL COMMENTS:**

**REQUEST FORM - MID YEAR BUDGET AMENDMENT**

**FISCAL YEAR 2016**

**RANK 2 OF 2 REQUEST: WASA Donation DEPARTMENT: 4B REVENUE**

New Request: **Yes** New personnel? **No** Salary Grade: \_\_\_\_\_  
Funds already expensed or received? **Yes** Change Level of current personnel? From: To:

**PURPOSE/OBJECTIVE OF REQUEST:**  
Wylie Advocates for Senior Activities donated \$13,370.49 to the City for a PA system for the Wylie Senior Recreation Center. These funds will be added to the revenue account in the 4B Fund for FY 2016.

ACCOUNT NO.			DESCRIPTION	AMOUNT
112	4000	48440	WASA Donation for PA system at Wylie Senior Rec. Center	13,371
<b>TOTAL</b>				<b>13,371</b>

**ADDITIONAL COMMENTS:**

# REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2016

RANK	2a	OF	2	REQUEST:	PA System at Wylie Senior Rec. Center	DEPARTMENT:	4B SENIOR ACTIVITIES
------	----	----	---	----------	---------------------------------------	-------------	----------------------

New Request: **Yes**                      New personnel? **No**                      Salary Grade: \_\_\_\_\_  
Funds already expensed or received? **No**                      Change Level of current personnel?      From:                      To:

**PURPOSE/OBJECTIVE OF REQUEST:**  
Wylie Advocates for Senior Activities (WASA) donated funds in the amount of \$13,370.49 to the Wylie Senior Recreation Center in January 2016 for the sole purpose of the funds being used for a PA system for the senior center. The total approximate cost for the system is \$30,000, so additional funding will be required to complete the project. Staff is requesting the entire \$30,000 for the project during the mid-year budget process. The WASA donation \$13,370.49 is already accounted for in the 4B Revenues for the current FY.

ACCOUNT NO.			DESCRIPTION	AMOUNT
112	5613	52130	PA system equipment and parts	24,000
112	5613	56040	PA system Installation	6,000
<b>TOTAL</b>				<b>30,000</b>

**ADDITIONAL COMMENTS:**

**REQUEST FORM - MID YEAR BUDGET AMENDMENT**

**FISCAL YEAR 2016**

**RANK 1 OF 1 REQUEST: Costs Associated w/ Hail Storms DEPARTMENT: 4B Combined Services**

New Request: **Yes** New personnel? **No** Salary Grade: \_\_\_\_\_  
Funds already expensed or received? **No** Change Level of current personnel? From: \_\_\_\_\_ To: \_\_\_\_\_

**PURPOSE/OBJECTIVE OF REQUEST:**  
Based on preliminary estimates of the damages caused by the severe weather events that occurred on 3/23/2016 and 4/11/2016, staff is requesting to set aside \$50,000 of 4B Sales Tax Fund Fund Balance to cover the cost of repairs to the City's infrastructure. These funds will be allocated to specific departments based on actual costs incurred at a later date.

ACCOUNT NO.			DESCRIPTION	AMOUNT
112	5000	56040	Costs Associated w/ Hail Storms	50,000
TOTAL				50,000

**ADDITIONAL COMMENTS:**

**UTILITY FUND**  
**STATEMENT OF REVENUES AND EXPENDITURES**

	<b>CURRENT BUDGET 2015-2016</b>	<b>PROJECTED PERSONNEL SAVINGS</b>	<b>OTHER AMENDMENTS</b>	<b>AMENDED BUDGET 2015-2016</b>
<b>REVENUES:</b>				
Service Fees	12,690,000	-	-	12,690,000
Interest & Miscellaneous	58,500	-	-	58,500
<b>Total Revenues</b>	<b>12,748,500</b>	<b>-</b>	<b>-</b>	<b>12,748,500</b>
<b>OTHER FINANCING SOURCES:</b>				
Transfers from Other Funds	-	-	-	-
Use of Utility Fund - Fund Balance	113,100	-	-	113,100
Use of Fund Balance for Carry Over Items	235,000	-	-	235,000
<b>Total Other Financing Sources</b>	<b>348,100</b>	<b>-</b>	<b>-</b>	<b>348,100</b>
<b>Total Revenues &amp; Transfer in</b>	<b>13,096,600</b>	<b>-</b>	<b>-</b>	<b>13,096,600</b>
<b>EXPENDITURES:</b>				
<b>Utilities</b>				
Utility Administration	480,006	-	-	480,006
Utility - Water	1,837,773	-	22,600	1,860,373
City Engineer	564,635	-	-	564,635
Utility - Sewer	720,733	-	-	720,733
Utility Billing	301,144	-	2,460	303,604
<b>Combined Services</b>	<b>11,954,742</b>	<b>-</b>	<b>200,000</b>	<b>12,154,742</b>
<b>Total Expenditures</b>	<b>15,859,033</b>	<b>-</b>	<b>225,060</b>	<b>16,084,093</b>

**REQUEST FORM - MID YEAR BUDGET AMENDMENT**

**FISCAL YEAR 2016**

<b>RANK</b> 1 <b>OF</b> 3	<b>REQUEST:</b> Nitrogen Testing Meter	<b>DEPARTMENT:</b> WATER
---------------------------	--	--------------------------

New Request: **Yes**                      New personnel? **No**                      Salary Grade: \_\_\_\_\_  
Funds already expensed or received? **Yes**                      Change Level of current personnel?      From:                      To:

**PURPOSE/OBJECTIVE OF REQUEST:**  
TCEQ is requiring that Public Water Systems to develop a Nitrification Action Plan Program. The City is required to collect and test the following samples: Total Chlorine, Mono-Chloramine, Free Ammonia, Nitrites and Nitrates. The requested meter will allow testing for all of the listed parameters. The cost of this meter was unanticipated at the time of submittal of the FY 16 budget. This meter was purchased in March 2016 with existing funds, and the Division is requesting that the expense be accomodated by a budget amendment so that this line item is not prematurely depleted this fiscal year.

ACCOUNT NO.			DESCRIPTION	AMOUNT
611	5712	52130	Nitrogen testing meter	2,800
<b>TOTAL</b>				<b>2,800</b>

**ADDITIONAL COMMENTS:**

**REQUEST FORM - MID YEAR BUDGET AMENDMENT**

**FISCAL YEAR 2016**

**RANK 2 OF 3 REQUEST: Increase in Street Repair DEPARTMENT: WATER**

New Request: **Yes** New personnel? **No** Salary Grade: \_\_\_\_\_  
Funds already expensed or received? **No** Change Level of current personnel? From: To:

**PURPOSE/OBJECTIVE OF REQUEST:**  
Increase requested to account for increased amount of water leaks requiring removal and replacement of concrete and asphalt.

ACCOUNT NO.			DESCRIPTION	AMOUNT
611	5712	54210	Street Repairs due to Water Leaks	7,500
<b>TOTAL</b>				<b>7,500</b>

**ADDITIONAL COMMENTS:**  
To date over 81 percent of the budgeted amount for this line has been used, and repair work is anticipated to remain at or above current levels.

**REQUEST FORM - MID YEAR BUDGET AMENDMENT**

**FISCAL YEAR 2016**

**RANK 3 OF 3 REQUEST: Increase in Overtime DEPARTMENT: WATER**

New Request: **Yes** New personnel? **No** Salary Grade: \_\_\_\_\_  
Funds already expensed or received? **No** Change Level of current personnel? From: \_\_\_\_\_ To: \_\_\_\_\_

**PURPOSE/OBJECTIVE OF REQUEST:**  
Increase in overtime budget due to more after-hours work to repair water leaks and to perform meter reading tasks.

ACCOUNT NO.			DESCRIPTION	AMOUNT
611	5712	51130	Increase in Overtime	10,000
611	5712	51XXX	Increase in Taxes & Benefits	2,300
<b>TOTAL</b>				<b>12,300</b>

**ADDITIONAL COMMENTS:**  
To date over 57 percent of the budget amount has been used. Usage is expected to remain at or above current levels.

# REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2016

RANK	1	OF	1	REQUEST:	Increase in Overtime	DEPARTMENT:	UTILITY BILLING
------	---	----	---	----------	----------------------	-------------	-----------------

New Request: **Yes**                      New personnel? **No**                      Salary Grade: \_\_\_\_\_  
Funds already expensed or received? **No**                      Change Level of current personnel?      From:                      To:

**PURPOSE/OBJECTIVE OF REQUEST:**  
Due to the increased workload brought about by the increase in activity by the meter service technicians (meter swaps, etc.), the Utility Billing Department is requesting an increase in overtime for the utility billing clerks. With the increased workload it has become difficult to rely solely on Comp Time to compensate our employees for working extra hours.

ACCOUNT NO.			DESCRIPTION	AMOUNT
611	5715	51130	Increase in Overtime	2,000
611	5715	51XXX	Increase in Taxes & Benefits	460
<b>TOTAL</b>				<b>2,460</b>

**ADDITIONAL COMMENTS:**  
The increase in taxes and benefits (TMRS, FICA, & Medicare) associated with the increase in overtime is also accounted for in this request.

**REQUEST FORM - MID YEAR BUDGET AMENDMENT**

**FISCAL YEAR 2016**

**RANK 1 OF 1 REQUEST: Costs Associated w/ Hail Storms DEPARTMENT: UF Combined Services**

New Request: **Yes** New personnel? **No** Salary Grade: \_\_\_\_\_  
Funds already expensed or received? **No** Change Level of current personnel? From: \_\_\_\_\_ To: \_\_\_\_\_

**PURPOSE/OBJECTIVE OF REQUEST:**  
Based on preliminary estimates of the damages caused by the severe weather events that occurred on 3/23/2016 and 4/11/2016, staff is requesting to set aside \$200,000 of Utility Fund Fund Balance to cover the cost of repairs to the City's infrastructure. These funds will be allocated to specific departments based on actual costs incurred at a later date.

ACCOUNT NO.			DESCRIPTION	AMOUNT
611	5719	56040	Costs Associated w/ Hail Storms	200,000
TOTAL				200,000

**ADDITIONAL COMMENTS:**



# Wylie City Council

---

## AGENDA REPORT

**Meeting Date:** April 26, 2016  
**Department:** Police Department  
**Prepared By:** Purchasing  
**Date Prepared:** 4/19/2016

**Item Number:** 2  
*(City Secretary's Use Only)*  
**Account Code:** 100-5211-58510  
**Budgeted Amount:** \$0  
**Exhibits:** \_\_\_\_\_

### Subject

Consider and act upon purchase of eight (8) Chevrolet PPV Patrol Tahoe units from Reliable Chevrolet in the estimated amount of \$285,000, through a cooperative agreement with Tarrant County; and authorizing the City Manager to sign any necessary documents.

### Recommendation

A motion to approve the purchase of eight (8) Chevrolet PPV Patrol Tahoe units from Reliable Chevrolet in the estimated amount of \$285,000, through a cooperative contract with Tarrant County; and authorizing the City Manager to sign any necessary documents.

### Discussion

Previously, the General Motors Corporation/Chevrolet Division had made a business decision to significantly reduce the production of pursuit rated Tahoe vehicles. This had eliminated the availability of dealer on-the-lot inventories and created a nation-wide allocation system. Reliable Chevrolet has recently been given authorization by General Motors to purchase inventory units, and has two (2) units on the lot and additional units on order (deadline for current model year is June 2016). If the City chooses to wait until the new fiscal year, the ordering for new models will not open until December 2016, thus delaying delivery into April 2017.

During the recent hail storm events of March 23 and April 11, 2016, 21 of the 25 marked units (Patrol and SRO) were heavily damaged and many are out of service pending repairs. There are currently eight (8) Patrol units being utilized 24 hours/day compared to normal operations of 12 hours in use and 12 hours parked; impacting vehicle availability (Lake Patrol, special events, major incidents), maintenance and longevity. There is also the potential for model years older than 2012 to be totaled by the City's risk pool provider (TMLIRP). These weather events coupled with the ordering timeframes imposed by General Motors will impact the Police Department's ability to provide necessary services.

Therefore staff recommends the early purchase of eight (8) Chevrolet PPV Tahoe units (pursuit rated, black/white Patrol units) in the estimated amount of \$285,000. This purchase of vehicles will be in-lieu of the FY 2017 vehicle replacement request of 6 Patrol units and 2 ELS Patrol units. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Tarrant County Bid #2016-006/Wylie W2016-68-I)



# Wylie City Council

---

## AGENDA REPORT

**Meeting Date:** April 26, 2016  
**Department:** City Manager  
**Prepared By:** City Secretary  
**Date Prepared:** April 14, 2016

**Item Number:** 3  
*(City Secretary's Use Only)*  
**Account Code:** \_\_\_\_\_  
**Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** Resolution; Chronology leading to filing of Show Cause

### Subject

Consider, and act upon Resolution No. 2016-11(R) directing Oncor Electric Delivery Company, LLC to file certain information with the City of Wylie; setting a procedural schedule for the gathering and review of necessary information in connection therewith; setting dates for the filing of the city's analysis of the company's filing and the company's rebuttal to such analysis; ratifying the hiring of legal counsel and consultants; reserving the right to require the reimbursement of the City of Wylie's rate case expenses; setting a public hearing for the purposes of determining if the existing rates of Oncor Electric Delivery Company are unreasonable or in any way in violation of any provision of law and the determination by the City of Wylie of just and reasonable rates to be charged by Oncor Electric Delivery Company, LLC.; noting compliance with open meetings law; providing notice of passage

### Recommendation

Motion to approve Resolution No. 2016-11(R) directing Oncor Electric Delivery Company, LLC to file certain information with the City of Wylie; setting a procedural schedule for the gathering and review of necessary information in connection therewith; setting dates for the filing of the city's analysis of the company's filing and the company's rebuttal to such analysis; ratifying the hiring of legal counsel and consultants; reserving the right to require the reimbursement of the City of Wylie's rate case expenses; setting a public hearing for the purposes of determining if the existing rates of Oncor Electric Delivery Company are unreasonable or in any way in violation of any provision of law and the determination by the City of Wylie of just and reasonable rates to be charged by Oncor Electric Delivery Company, LLC.; noting compliance with open meetings law; providing notice of passage

### Discussion

Recent Public Utility Commission of Texas ("Commission") proceedings related to approval of conversion of Oncor into a Real Estate Investment Trust ("REIT") resulted in the Commissioners' desire to share \$200 million to \$250 million in annual federal income tax ("FIT") savings with Oncor ratepayers. Since the proceeding involving a change of ownership and control of Oncor was not a rate case, the Commission had no jurisdiction to order a reduction in rates. The new owners of Oncor indicated an intent to file a rate case in mid-2017 to become effective in 2018. Believing that a two year wait to factor FIT savings into rates was too long to wait, the Steering Committee of Cities Served by Oncor decided to initiate a rate case against Oncor.

### Whereas Clauses Explained

Cities have original rate making jurisdiction over Oncor's rates and services within their municipal limits. The Commission has original jurisdiction over the environs outside municipal limits and appellate jurisdiction over city rate mailing orders.

As a regulatory authority, Cities that retain original jurisdiction may initiate rate making proceedings by filing a

Resolution requiring a public utility to show cause why rates should not be reduced.

The City works with other similar Oncor Cities on regulatory issues through the Steering Committee of Cities Served by Oncor which has functioned continuously since 1988.

The Executive Committee of the Steering Committee recommends that member Cities pass show cause resolutions to initiate a rate case so that Oncor rates may be reduced.

**Resolved Sections Explained**

Section 1, provides notice to Oncor that it is compelled to file information that would otherwise be required if the Company filed a request to increase rates at the Commission by September 1, 2016. This Section requires that historic data from calendar year 2015 be filed to demonstrate that its rates should not be reduced.

Section 2 authorizes Cities' representatives to file requests for information which shall be answered by Oncor within 15 days of receipt.

Sections 3 and 4 set other dates critical to the procedural process for rate setting. Cities' report will be due on October 13, 2016 and the Oncor rebuttal will be due November 10, 2016.

Section 5 establishes that a hearing will occur and final order will be issued between November 15, 2016 and December 15, 2016.

Section 6 provides that the procedural schedule may be amended by the City and that other orders may be extended. For example, once the REIT conversion is finalized, Cities may enter interim orders requiring a sharing of tax savings that benefit ratepayers.

Section 7 authorizes the hiring of legal counsel and authorizes the Executive Committee to hire consultants.

Section 8 confirms that Cities will seek reimbursement of their rate making expenses from Oncor.

Section 9 confirms that the resolution was passed in compliance with Open Meeting laws.

**RESOLUTION NO. 2016 – 11(R)**

**DIRECTING ONCOR ELECTRIC DELIVERY COMPANY, LLC TO FILE CERTAIN INFORMATION WITH THE CITY OF WYLIE, TEXAS; SETTING A PROCEDURAL SCHEDULE FOR THE GATHERING AND REVIEW OF NECESSARY INFORMATION IN CONNECTION THEREWITH; SETTING DATES FOR THE FILING OF THE CITY'S ANALYSIS OF THE COMPANY'S FILING AND THE COMPANY'S REBUTTAL TO SUCH ANALYSIS; RATIFYING THE HIRING OF LEGAL COUNSEL AND CONSULTANTS; RESERVING THE RIGHT TO REQUIRE THE REIMBURSEMENT OF THE CITY OF WYLIE'S RATE CASE EXPENSES; SETTING A PUBLIC HEARING FOR THE PURPOSES OF DETERMINING IF THE EXISTING RATES OF ONCOR ELECTRIC DELIVERY COMPANY ARE UNREASONABLE OR IN ANY WAY IN VIOLATION OF ANY PROVISION OF LAW AND THE DETERMINATION BY THE CITY OF WYLIE, TEXAS OF JUST AND REASONABLE RATES TO BE CHARGED BY ONCOR ELECTRIC DELIVERY COMPANY, LLC.; NOTING COMPLIANCE WITH OPEN MEETINGS LAW; PROVIDING NOTICE OF PASSAGE**

WHEREAS, the City of Wylie, Texas is a regulatory authority under the Public Utility Regulatory Act ("PURA") and has original jurisdiction over the rates of Oncor Electric Delivery Company, LLC ("Oncor") to determine if such rates are just and reasonable; and

WHEREAS, Sections 33.021, 36.003 and 36.151 of PURA empower a regulatory authority, on its own motion or on a complaint by any affected person, to determine whether the existing rates of any public utility for any service are unreasonable or in any way in violation of any provision of law, and upon such determination, to determine the just and reasonable rates; and

WHEREAS, the City of Wylie, Texas has reason to believe that Oncor is over-earning and its rates are excessive; and

WHEREAS, the City of Wylie, Texas is a member of the Steering Committee of Cities Served By Oncor; and

WHEREAS, the Executive Committee of the Steering Committee of Cities Served by Oncor has recommended that cities pass a resolution that requires Oncor to show cause why its transmission and distribution rates should not be reduced; and

WHEREAS, the City of Wylie, Texas, and the City Council of the City of Wylie, Texas desires, on its own motion, to exercise its authority under Sections 33.021, 36.003 and 36.151 of PURA; and

WHEREAS, a procedural schedule should be established for the filing of certain information by Oncor, procedures to be followed to obtain and review information from Oncor, the filing of an analysis of such information by the City, the filing of rebuttal information from Oncor, and a public hearing at which time the City shall make a determination whether the

existing rates of Oncor are unreasonable or are in any way in violation of any provision of law, and if such rates should be revised, and just and reasonable rates determined for Oncor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1. This resolution constitutes notice of the City's intent to proceed with an inquiry into the transmission and distribution rates charged by Oncor. On or before September 1, 2016, Oncor shall file with the City of Wylie, Texas information that demonstrates good cause for showing that Oncor's transmission and distribution rates should not be reduced. Specifically, Oncor shall file with the City of Wylie, Texas information for the test year beginning January 1, 2015 and ending December 31, 2015, regarding Oncor's cost of service elements, including, but not limited to, the elements detailed by the Public Utility Commission as necessary for the filing of a Statement of Intent to Change Rates. The test year may be updated for more current data and shall be adjusted for known and measureable changes.

SECTION 2. City's designated representatives shall have the right to obtain additional information from Oncor through the filing of requests for information, which shall be responded to within fifteen (15) days from the receipt of such request for information.

SECTION 3. City's designated representatives shall file their analysis of Oncor's filing and information on or before October 13, 2016.

SECTION 4. Oncor shall file any rebuttal to the analysis of City's representatives on or before November 10, 2016. With its rebuttal, Oncor may present whatever additional information it desires to defend its current rates.

SECTION 5. A public hearing shall be conducted by the City Council for the City of Wylie, Texas during a regular council meeting scheduled between November 15 and December 15. At such hearing a representative of Oncor and a representative of the City of Wylie's consultants will each be allowed to address the City Council and summarize previously filed reports for no more than 15 minutes. Based upon such hearing, a determination of the reasonableness of the existing rates of Oncor shall be made by the City Council and, if necessary, just and reasonable rates shall be determined to be thereafter observed and enforced for all services of Oncor within the City of Wylie, Texas.

SECTION 6. The City Council may, from time to time, amend this procedural schedule and enter additional orders as may be necessary in the public interest and to enforce the provisions hereof.

SECTION 7. Subject to the right to terminate employment at any time, the City of Wylie, Texas hereby ratifies the Steering Committee's selection of Geoffrey Gay with the law firm of Lloyd, Gosselink, Rochelle & Townsend as legal counsel to assist the City of Wylie, Texas in its ratemaking and to prosecute any appeals to the Texas Public Utility Commission or court. The Executive Committee of the Steering Committee of Cities Served by Oncor shall retain appropriate consultants to prepare a report and make rate recommendations.

SECTION 8. Fees and expenses of attorneys and consultants assisting the City in the Steering Committee's review of the reasonableness of Oncor's rates will be processed through the Steering Committee but the City reserves the right to seek reimbursement from Oncor pursuant to the PURA Section 33.023.

SECTION 9. That it is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given all as required by Section 551.041, Texas Government Code.

SECTION 10. That a copy of this Resolution shall be sent to E. Allen Nye, Jr., Senior Vice President, General Counsel and Secretary, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202, and to Geoffrey Gay, General Counsel to the Steering Committee of Cities Served by Oncor, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

**AND IT IS SO ORDERED.**

The above and foregoing resolution was passed and approved on this the 26th day of April, 2016, by the following vote:

Ayes:  
Nays:  
Abstentions:

At regular meeting April 26, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED:

\_\_\_\_\_  
City Attorney

1669/-/7071297

*The following chronology might be helpful in explaining the background to the need for a show cause resolution against Oncor to city officials. Geoffrey*

2007 publicly traded TXU is taken private by investors who created Energy Future Holdings (EFH). As part of its finding that the transaction was in the public interest, the Texas Public Utility Commission (PUC) required that regulated Oncor be financially and structurally “ring-fenced” from the deregulated portions of TXU, i.e., Luminant (generation company) and TXU Energy (REP) to avoid Oncor being drawn into bankruptcy.

2008-2014 EFH was saddled with more than \$40 billion in debt which it could not pay. EFH had bet on natural gas rates climbing from their 2007 highs. Since natural gas prices determine the marginal cost of electricity in the Texas wholesale market, EFH could not make sufficient profits on the sale of electricity to meet its debt obligations.

April 29, 2014, EFH and more than 70 subsidiaries (excluding Oncor) file for bankruptcy in Delaware.

December 7, 2015, the bankruptcy court signs an Order approving EFH’s Sixth Amended Joint Plan of Reorganization which includes a plan to sell Oncor to a consortium of investors who would divide Oncor into two companies and create a Real Estate Investment Trust (REIT) in order to provide Hunter Hunt sole control over Oncor operations and allow REIT owners to capture all federal tax savings derived from the REIT structure.

September 29, 2015, Hunt and Purchasers file an application at the PUC for approval of a transaction that would transfer ownership and control of Oncor and restructure the Company.

January 11-14, 2016, the PUC holds hearings on whether the proposed REIT transaction is in the public interest.

March 24, 2016, the PUC in a 2-1 vote approves the transaction subject to a number of conditions supported by Cities to offset some inherent risks associated with the REIT structure. As part of the Commissioners discussions, substantial attention was paid to the fact that REITs receive immediate, permanent exemption from federal taxation to the extent that the REIT distributes income to owners. Hunt and Purchasers claimed their intent is to distribute 100% of income, thus avoiding the asset company (Oncor would be divided into an asset company and an operating company with the operating company leasing assets from the asset company) having to pay any federal income taxes.

Oncor is currently collecting from ratepayers somewhere between \$200 million and \$250 million annually from ratepayers for presumed payments to the IRS. The two commissioners who voted in favor of the transaction with conditions expressed beliefs that the tax savings should be shared with ratepayers. Since the case pending before the Commission was not a rate case, the Commissioners could not reduce Oncor’s rates.

The PUC can only initiate rate proceedings in areas where it has original jurisdiction - the environs areas outside municipal limits. If there is to be any rate relief within municipal limits, Cities must either initiate a rate proceeding by passing a show cause resolution or wait until a final order from the PUC in a case initiated by Oncor, which will not occur before mid-2018.

Geoffrey M. Gay  
Attorney  
Lloyd Gosselink Rochelle & Townsend  
512-322-5800 (Telephone)



# Wylie City Council

---

## AGENDA REPORT

Meeting Date: April 26, 2016  
Department: City Manager  
Prepared By: Mindy Manson  
Date Prepared: April 20, 2016

Item Number: Work Session 1  
*(City Secretary's Use Only)*  
Account Code: \_\_\_\_\_  
Exhibits: 1

### Subject

Work session and direction regarding possible parking restrictions for portions of the Cimarron Estates Subdivision due to Wylie East Student parking.

### Recommendation

### Discussion

Both the City and the WISD have received numerous complaints from residents of Cimarron Estates, primarily those living on Palmdale Drive regarding WEHS students parking on their street. In addition to the parking, residents are concerned about students gathering, littering, speeding, parking illegally, and possible drug activity. The WISD cannot force students to park on school property and some of these students through other actions may have lost their right to park on school property.

Mayor Hogue, Councilwoman Culver and several members of staff met with some of the residents of the area in question. The City Engineer ordered traffic and speed counts for Palmdale Dr., Jamestown Dr., and Glendale Dr. which was received April 18<sup>th</sup>. Wylie PD has been out multiple times and the WISD has spoken with the students and continues to reinforce the need to park at WEHS if possible. Ultimately, so long as the students are legally parked there is very little recourse.

Several options are available including taking no action, adopting an ordinance prohibiting parking during certain hours, and adopting an ordinance permitting resident-only parking. Resident-only parking requires a system to document/register the residents and issuing some sort of decal or permit to display. Staff has obtained samples of resident-only parking ordinances utilized by Highland Park and University Park, a summary of which is attached.

## Residential Parking only – Sample Ordinance highlights

### Highland Park

- Request must be initiated by a resident with a petition signed by 51% of property owners of area of request (1 signature per property) along with a \$300 fee.
- After city receives petition, city sends a notice and ballot to property owners. Ballots in support from 75% of property owners must be received within 30 days in order for the request to be considered for approval.
- If 75% support is received, a Public Hearing is scheduled and notices mailed to properties with 200' of proposed area.
- If approved, restricted parking for residents only from 5:00 a.m. – 6:00 p.m. with city provided permits
- Non-permitted vehicles are allowed to park in the area for a maximum of 2 hours
- Residents may obtain additional permits for guests
- Contractors may obtain permits for a fee

### University Park

- No petition process included in their Ordinance
- Once approved, some areas are restricted to residents only between 6:00 a.m. – 5:00 p.m. and some are restricted between 8:00 a.m. – 5:00 p.m.
- Temporary permits for parties/events must be obtained at least 24 hours prior to the event
- Residents are issued 2 temporary permits at no cost
- Permits are valid for 1 year and have to be renewed annually



# Wylie City Council

---

## AGENDA REPORT

Meeting Date: April 26, 2016  
Department: City Manager  
Prepared By: Mindy Manson  
Date Prepared: April 20, 2016

Item Number: Work Session 2  
*(City Secretary's Use Only)*

Account Code: \_\_\_\_\_

Exhibits: 3

### Subject

Work session and direction regarding identifying possible priority highway/freeway projects contained in the Mobility 2040 Transportation Plan.

### Recommendation

### Discussion

Collin County cities received correspondence from the Regional Transportation Council (RTC) requesting that each city identify their top three priority highway/freeway projects contained in the Mobility 2040 Transportation Plan. Attached is a memo from the City Engineer, the priorities identified by the Collin County Commissioners Court and excerpts from the Mobility 2040 Plan.

Staff is seeking direction regarding Council priorities of the identified projects.

---

---

**MEMORANDUM**

---

---

**TO:** COUNCIL  
**FROM:** CHRIS HOLSTED  
**SUBJECT:** RTC LETTER – ADVANCING FREEWAY PROJECTS IN CC  
**DATE:** 4/18/2016  
**CC:** MINDY MANSON

---

Staff received a letter from the RTC dated March 25, 2016 in reference to advancing freeway/highway projects in Collin County (attached). The letter requests that each city in Collin County identify, and submit by April 15<sup>th</sup>, three major freeway/highway type projects that should advance through the environmental process. Due to the short time frame of the submittal and the magnitude of the potential projects, the City Manager requested more time to make the submittal.

On February 1, 2016 the Commissioners Court of Collin County approved a priority list of Limited Access Roadways (see attached). The prioritized corridors are:

1. Highway 380
2. SH 78
3. North-South Corridor west of Lavon
4. Outerloop (from Denton County line east to US 75)

Staff's opinion is that the request by the RTC is to confirm if the cities in Collin County are in agreement with the Commissioners Court priorities.

SH 78 and the north-south corridor west of Lavon will have a major impact on the City of Wylie. Collin County is updating the population projections for the County and early indications are that there will be a significant population increase over the previous projection and specifically in the area east of Lake Lavon. Assuming the projections are correct, there will be a need for additional capacity in the SH 78 corridor as was also indicated in the traffic model for the Blacklands Corridor Feasibility Study. The County is scheduled to present the results of the increased population on the traffic model in June.

Staff is seeking direction on the RTC letter, as well as the Commissioners Court priority list. Council could consider a resolution supporting the county project list or develop alternate priorities for our area. Please contact myself or the City Manager if you have any questions or would like to discuss in further detail.



The Transportation Policy Body for the North Central Texas Council of Governments (Metropolitan Planning Organization for the Dallas-Fort Worth Region)

TO: Collin County Judge, Mayors, Commissioners,  
City Managers, and Regional Transportation  
Council Member Representatives

DATE: March 25, 2016

FROM: Michael Morris, P.E.  
Kelly Selman, P.E.

SUBJECT: Advancing Freeway/Highway Projects in Collin County

The Regional Transportation Council approved Mobility 2040, the metropolitan transportation plan for the Dallas-Fort Worth area on March 10, 2016. While population growth is an issue for the entire region, growth is particularly rapid in Collin County. That fact, coupled with the comparative lack of non-tolled highway type transportation facilities presents current and future traffic congestion problems in the County.

As we look to implement projects from Mobility 2040, it is imperative that we begin working on environmental studies now to be prepared for funding in the near term. This will be a collaborative process amongst local governments, the Regional Transportation Council, and the Texas Department of Transportation. At this time, we would like to ask each city in Collin County to identify three candidate major freeway/highway type projects that should advance through the environmental process. Please respond back to Michael Morris or Kelly Selman by April 15, 2016, with your entity's recommendations. Again, we are looking for three candidate highway/freeway projects contained in the Mobility 2040 Plan, [www.nctcog.org/mobility2040](http://www.nctcog.org/mobility2040).

We look forward to working with elected officials and the community in Collin County to advance needed transportation projects. Please let us know if you have any questions or concerns.

Michael Morris, P.E.  
Director of Transportation  
North Central Texas Council of Governments

James K. Selman, P.E.  
Dallas District Engineer  
Texas Department of Transportation

AW:ch

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Limited Access Roadways (LARs) Priority List – Commissioner Precinct 4

On February 1, 2016, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Keith Self  
Susan Fletcher  
Cheryl Williams  
Chris Hill  
Duncan Webb

County Judge, Presiding  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4

During such session the court considered a request for approval to recommend and support the Limited Access Roadways (LARs) priority list.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval to recommend the following transportation corridors be prioritized, planned, supported and funded as Limited Access Roadways (LARs): 1.) Highway 380 2.) Highway 78 3.) North-South Corridor west of Lavon and 4.) Outerloop (from Denton County line east to US 75) and the Court requests the Regional Transportation Council and TxDOT work with Collin County in getting these priority projects planned, cleared and funded. Same is hereby approved in accordance with the attached documentation.



Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

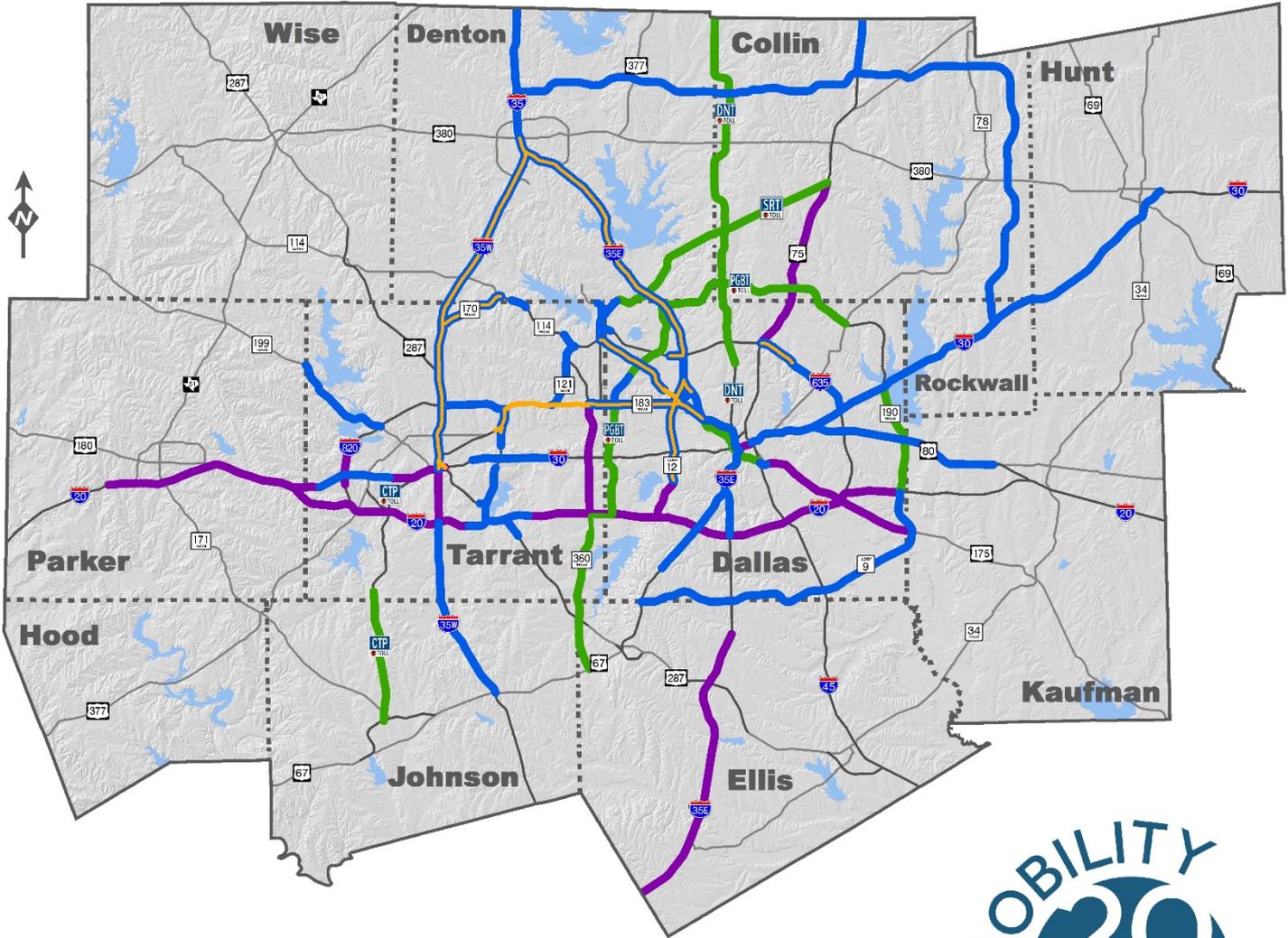
Duncan Webb, Commissioner, Pct. 4

ATTEST:

Stacey Kemp, Ex-Officio Clerk  
Commissioners Court  
Collin County, T E X A S

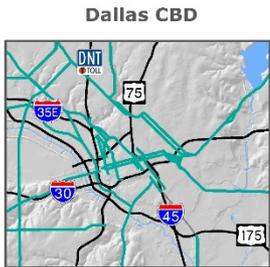
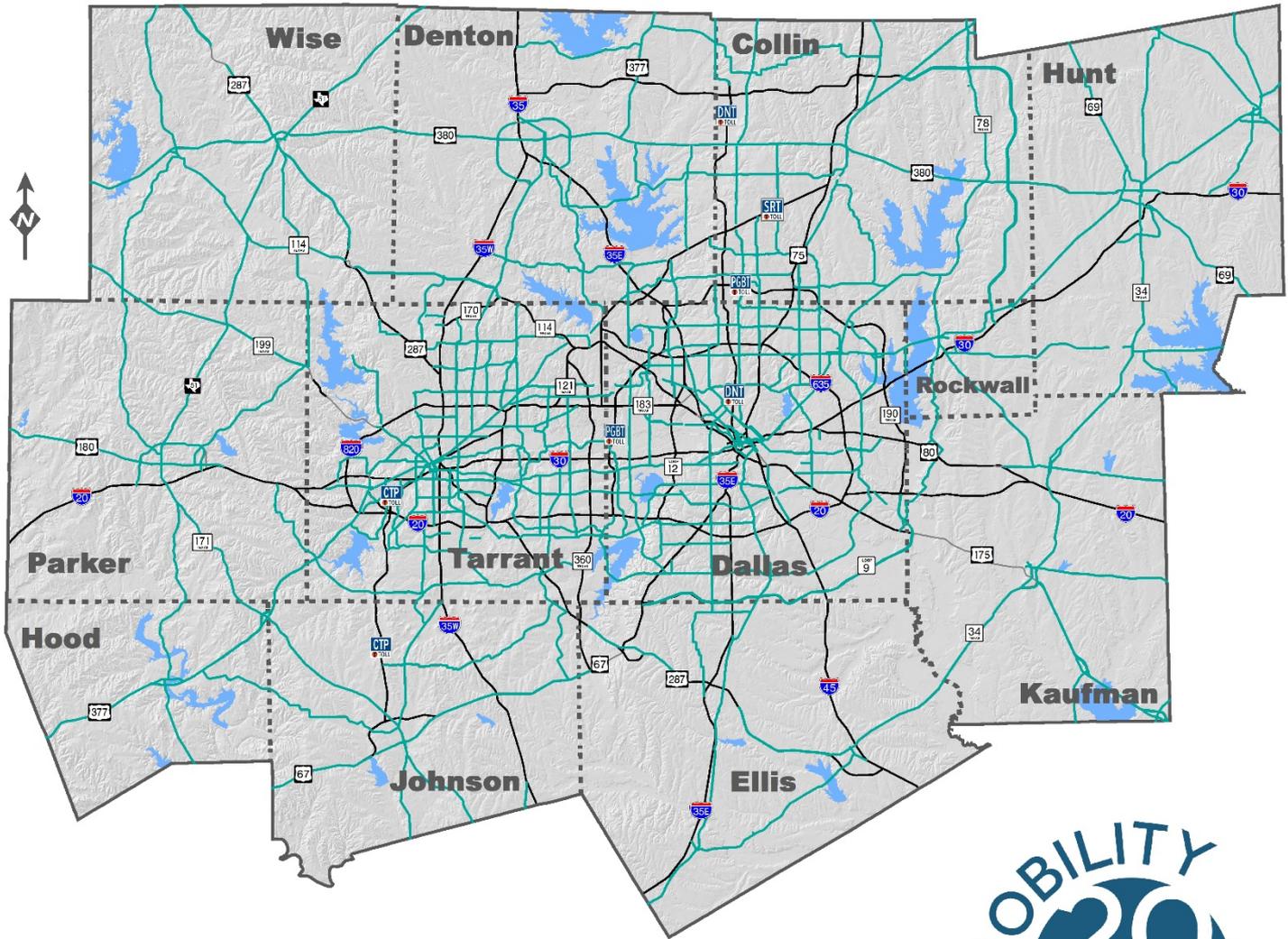
# Major Roadway Recommendations

-  New or Additional Freeway Capacity
-  Additional Freeway Capacity and New Tolled Managed Lanes
-  New or Additional Tolled Managed Capacity
-  New or Additional Toll Road Capacity
-  Capacity Maintenance
-  Freeways/Tollways
-  Other Major Roadways



# Designated Regionally Significant Arterials

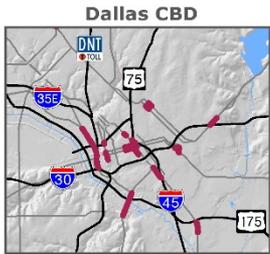
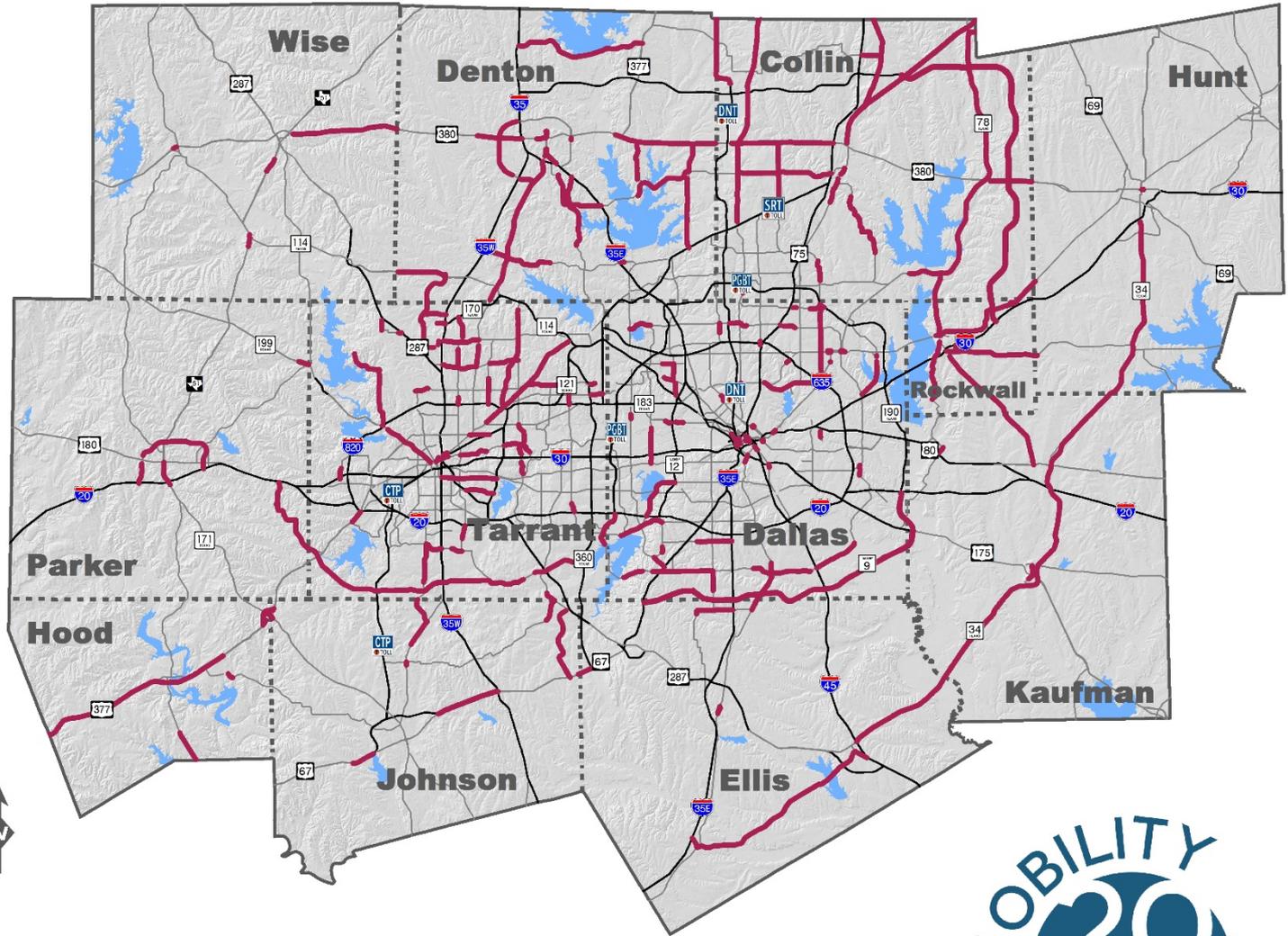
-  Regionally Significant Arterials
-  Freeways/Tollways
-  Other Major Roadways



Regionally Significant Arterials provide necessary transportation support to the freeway/tollway system and also provide access to and from local land uses.

# Funded Major Arterial Improvements

-  Capacity Improvement
-  Freeways/Tollways
-  Other Major Roadways



# Illustrative Major Roadway Corridors for Future Evaluation

-  Corridors for Future Evaluation
-  Mobility 2040 Corridor Recommendation
-  Freeways/Tollways
-  Other Major Roadways

