

**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
WEDNESDAY, AUGUST 6, 2014 - 7:00 PM**

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **WEDNESDAY AUGUST 6, 2014 AT 7:00 PM** IN THE SEABROOK CITY HALL COUNCIL CHAMBERS, 1700 FIRST STREET, SEABROOK, TX 77586, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR OTHER ACCOMMODATIONS OR INTERPRETIVE SERVICES, MUST BE MADE, 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (281) 291-5600 OR FAX (281) 291-5710 FOR FURTHER INFORMATION.

PLEDGE OF ALLEGIANCE

1.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

At this time we would like to listen to any member of the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum of four minutes for each speaker. In accordance with the Open Meetings Act, members may not discuss or take action on any item that has not been posted on the agenda. When your name is called, please come to the podium and state your name and address clearly into the microphone before making your comments. Thank you.

- 1.1 Mayor, City Council and/or members of the city staff may make announcements about city/community events. (Council)

2.0 CONSENT AGENDA - Council will discuss, consider and if appropriate, take action on the items listed below.

All consent agenda items are considered by the City Council to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a council member, city manager, city attorney or city secretary so requests, in which event the item will be removed from the Consent Agenda and considered immediately following the Consent Agenda.

 ATTACHMENT 1

- 2.1 Approve Investment Report for third quarter FY 2013-14. (Lab)

 ATTACHMENT 2

- 2.2 Approve minutes of the City Council Budget Workshop of July 8, 2014. (Brant)

 ATTACHMENT 3

- 2.3 Approve minutes of the regular City Council meeting of July 15, 2014. (Brant)

 ATTACHMENT 4

- 2.4 Approve minutes of the City Council Budget Workshop of July 22, 2014. (Brant)

 ATTACHMENT 5

- 2.5 Approve minutes of the Town Meeting of July 24, 2014. (Brant)

END OF CONSENT AGENDA

3.0 NEW BUSINESS - Council will discuss, consider and if appropriate, take action on the items listed below.

 ATTACHMENT 6

- 3.1 Approve contract agreement with Leidos, Inc., a company which provides full service disaster planning, response and recovery with debris monitoring assistance in the event of a disaster such as a hurricane and whose services are eligible for FEMA reimbursement. (Chairez)

 ATTACHMENT 7

- 3.2 Consider approval of proposed Fleet Replacement Program and funding from FY 2015 and Reserves, if appropriate. (Cook)

 ATTACHMENT 8

- 3.3 Consider approval of first and final reading of Ordinance 2014-21, "Ordering a Special Bond Election to be Held on November 4, 2014." (Cook)

AN ORDINANCE CALLING A BOND ELECTION TO BE HELD IN THE CITY OF SEABROOK, TEXAS; MAKING PROVISION FOR THE CONDUCT OF A JOINT ELECTION; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION

4.0 ROUTINE BUSINESS - Council will discuss, consider and if appropriate, take action on the items listed below.

 ATTACHMENT 9

- 4.1 Consider approval of the Action Items Checklist which is attached and made a part of this agenda. (Council)

 ATTACHMENT 10

- 4.2 Establish future meeting dates and agenda items. (Council)

5.0 EXECUTIVE SESSION

The City Council will now hold a closed executive meeting pursuant to the

provisions of the open meetings Act, Charter 551, Government Code, and Vernon's Texas Codes Annotated, in accordance with the authority contained in one or more of the following sections: Section 551.071, Consultation with Attorney; Section 551.072, Real Property; Section 551.073, Deliberation Regarding a Prospective Gift; Section 551.074, Personnel Matters; Section 551.076. Security Devices; and Section 551.087, Economic Development.

Section 551.071

- 5.1 Consult with attorney to receive legal advice on legal issues associated with litigation: Matter of the Arbitration of Michael Krumrey v. the City of Seabrook; F5 Appeal: TCOLE Appeal of Michael Krumrey v. the City of Seabrook, and Texas Workforce Commission Tribunal Appeal of the City of Seabrook v. Michael Krumrey, Claimant; as provided by Section 551.071 of the Texas Government Code.
(Weathered)

Section 551.071

- 5.2 Consult with attorney to receive legal advice on legal issues only associated with potential land acquisition as provided above, pursuant to Government Code Section 551.071. (Weathered)

Section 551.072

ATTACHMENT 11

- 5.3 Pursuant to 551.072 of the Texas Government Code, deliberate the sale, purchase, exchange, lease or value of real property to avoid detrimental effect on position of the City in negotiations with third parties if the matter was to be discussed in open meeting. (Weathered)

6.0 OPEN MEETING

Council will reconvene in open session to allow for possible action on any of the agenda items listed above under "Executive Session".

THE CITY COUNCIL RESERVES THE RIGHT TO HEAR ANY OF THE ABOVE DESCRIBED AGENDA ITEMS THAT QUALIFY FOR AN EXECUTIVE SESSION IN AN EXECUTIVE SESSION BY PUBLICLY ANNOUNCING THE APPLICABLE SECTION NUMBER OF THE OPEN MEETINGS ACT, (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE) THAT JUSTIFIES EXECUTIVE SESSION TREATMENT.

CERTIFICATE

I certify that this notice was posted on the bulletin board on or before Friday, August 1, 2014 and that this notice will remain posted until the meeting has ended.

Michele L. Glaser, TRMC
City Secretary

TEXPOOL REPORT

MONTH OF APRIL 2014

0.0336%

	BEGINNING BALANCE	TRANSFER IN/(OUT)	INT EARNED (Posted Apr)	ENDING BALANCE	PURPOSE OF FUND
GENERAL FUND - UNRESTRICTED	5,401,625.61	(193,918.98)	150.16	5,207,856.79	Working capital
ENTERPRISE FUND - UNRESTRICT	1,907,474.69	140,692.89	59.24	2,048,226.82	Working capital
ENTERPRISE FUND - RESTRICTED	300,000.00	0.00	incl in above	300,000.00	Customer liability
CAPITAL IMPACT FEES	2,211,375.70	0.00	61.05	2,211,436.75	Water & sewer lines extensions & expansions
PARK FEES	5,718.26	0.00	0.16	5,718.42	Reserved for acquisition & development of park land
CHILD SAFETY PROGRAMS	15,122.33	0.00	0.42	15,122.75	Reserved for Child Safety/School Zones
FEDERAL SEIZURE	62,082.01	(20,000.00)	1.56	42,083.57	Criminal Investigation - Federal Funds
HOTEL/MOTEL FUND	970,079.62	20,000.00	26.93	990,106.55	Restricted for promotion of tourism
DEBT SERVICE FUND	2,862,116.43	18,508.01	79.03	2,880,703.47	Restricted for General fund reserves & yearly debt service
WTR/SWR BONDS	382,059.71	0.00	10.55	382,070.26	Funds transferred from Bond Mkt Acct to allow liquidity
FIRE BONDS	134,358.48	0.00	3.71	134,362.19	Funds transferred from Bond Mkt Acct to allow liquidity
LIBRARY BONDS	2,570.24	0.00	0.07	2,570.31	Funds transferred from Bond Mkt Acct to allow liquidity
LAKESIDE DRIVE CERT DEP	332,649.94	0.00	9.18	332,659.12	
CAROTHERS	25,001.48	0.00	0.69	25,002.17	
CRIME DISTRICT	257,335.27	(3,951.81)	7.10	253,390.56	Funds transferred from Bond Mkt Acct to allow liquidity
SEDC II - UNRESTRICTED	967,307.70	39,899.89	32.37	1,007,239.96	Seabrook Economic Development Corporation II
SEDC II - RESTRICT FOR EMERGENCY	180,000.00	0.00	incl in above	180,000.00	Emergency Reserve
STEP FUND	44,081.62	0.00	1.22	44,082.84	
PUBLIC SAFETY	155,167.23	(1,230.00)	4.25	153,941.48	
MUNI COURT - SECURITY FUND	21,658.96	0.00	0.60	21,659.56	Funds from fines to be used for security
COURT - TIME PAYMENT FEES	9,623.88	0.00	0.27	9,624.15	Funds from fines to be used to improve court
MUNI COURT - TECHNOLOGY FUND	6,483.64	0.00	0.18	6,483.82	
STABILIZATION FUND	801,435.91	0.00	22.13	801,458.04	
TOTAL TEXPOOL FUND	17,055,328.71	0.00	470.87	\$17,055,799.58	

The investment portfolio of the City of Seabrook is in compliance with the investment strategies expressed in the City's Investment Policy and relevant provisions of Chapter 2256 of the Local Government Code.

Pam Lab

Finance Director

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002



Participant Statement

CITY OF SEABROOK
GENERAL ACCOUNT
ATTN: PAM LAB
1700 FIRST STREET
SEABROOK TX 77586-3540

Statement Period 04/01/2014 - 04/30/2014

Page 1 of 2

Customer Service 1-866-TEX-POOL

Location ID 000077632

Investor ID 000006495

TexPool Update

Sending a form into TexPool? Please use the most up to date documents located on www.texpool.com under Participant Services.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$17,055,328.71	\$0.00	\$0.00	\$470.87	\$17,055,799.58	\$17,055,344.41
Total Dollar Value	\$17,055,328.71	\$0.00	\$0.00	\$470.87	\$17,055,799.58	

Portfolio Value

Pool Name	Pool/Account	Market Value (04/01/2014)	Share Price (04/30/2014)	Shares Owned (04/30/2014)	Market Value (04/30/2014)
Texas Local Government Investment Pool	449/1011800001	\$17,055,328.71	\$1.00	17,055,799.580	\$17,055,799.58
Total Dollar Value		\$17,055,328.71			\$17,055,799.58

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1011800001	\$470.87	\$1,573.53
Total		\$470.87	\$1,573.53

Statement Period 04/01/2014 - 04/30/2014

Page 2 of 2

Transaction Detail

Texas Local Government Investment Pool

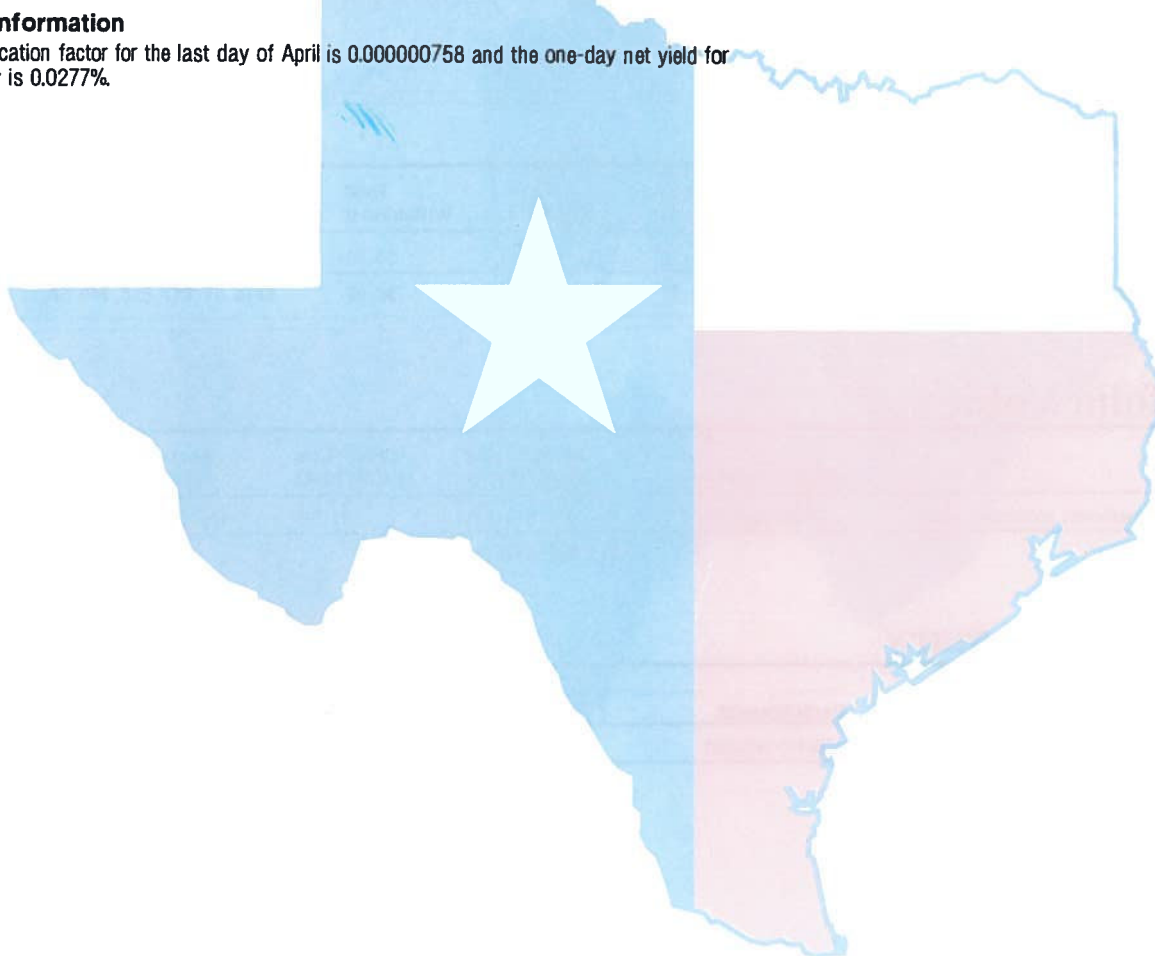
Participant: CITY OF SEABROOK

Pool/Account: 449/1011800001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
04/01/2014	04/01/2014	BEGINNING BALANCE	\$17,055,328.71	\$1.00		17,055,328.710
04/30/2014	04/30/2014	MONTHLY POSTING	\$470.87	\$1.00	470.870	17,055,799.580
Account Value as of 04/30/2014			\$17,055,799.58	\$1.00		17,055,799.580

Pool Information

The allocation factor for the last day of April is 0.000000758 and the one-day net yield for that day is 0.0277%.



TEXPOOL

ANNOUNCEMENTS

We would like to recognize and welcome the following entities who joined the TexPool program in April 2014:

TexPool

Hill County ESD 1
McMullen County ISD
Galveston County MUD 66

TexPool Prime

Deer Park ISD
Hill County ESD 1
McMullen County ISD

Upcoming Events

05/13/14 – 05/16/14
LBJ School/TACA
Austin
06/12/14 – 06/15/14
AWBD Conference
Ft. Worth
06/18/14 – 06/20/14
TASBO Summer Conference
Frisco
06/18/14 – 06/20/14
TACCBO Conference
Galveston

TexPool Advisory Board Members

R.C. Allen	LaVonne Mason
Pati Buchenau	John McGrane
Jose Elizondo, Jr.	Clay McPhail
Ron Leverett	Vivian Wood

Overseen by the State of Texas Comptroller of Public Accounts Susan Combs.

Operated under the supervision of the Texas Treasury Safekeeping Trust Company.

Additional information regarding TexPool is available upon request:

www.texpool.com
1-866-839-7665
(1-866-TEX-POOL)
Fax: 866-839-3291

Federated®

Federated, founded in 1955, is publicly traded on the NYSE. It is one of the largest managers of AAA-rated money market portfolios in the country (Source: iMoneyNet as of 2/28/14).

Visit us at FederatedInvestors.com.

G35384-24 (5/14)

Federated is a registered trademark of Federated Investors, Inc.

2014 © Federated Investors, Inc.

Monthly Newsletter May 2014

Economic and Market Commentary

Month in Cash: The Fed repo man is on our side

May 1, 2014

Quantitative easing and zero-bound interest rates get all the attention when analysts and investors talk about the Federal Reserve. Certainly speeches in April by Chair Janet Yellen and the Federal Open Market Committee (FOMC) statement released at the conclusion of the FOMC meeting on the last day of the month affirmed that it will continue to base its policy decisions on a broader, more qualitative approach rather than anchoring actions to specific numbers of unemployment and inflation (although policy is still data dependent). But much can be read into its motives from an end-of-quantitative-easing perspective. When the FOMC announced in its recent meeting that it will taper the amount of monthly asset purchases on the open market down to \$45 billion a month, it also signaled faith in an improving economy. So policy is steady as we go and that is where we will be for some time, although it looks like we are pulling out of the winter slump.

But for cash management, a lesser-known program has been just as big a factor as QE. The New York Fed's Overnight Reverse Repo Facility—a relatively new Fed program that is aimed at giving the central bank better control over short-term rates—has kept money-market portfolios in a better position in 2014 than they probably could have been. The facility, first launched as an experiment and now afforded operation status, has helped to provide a floor to the market even in this time of exceptionally low rates.

The important number for us is not 45 but five, the number of basis points the New York Fed has offered to nontraditional participants over the last few months through the reverse repo facility. The Fed is still tinkering with this newest tool in its monetary-policy toolbox, potentially adjusting who the participants are, how much a participant can bid per day and what the rate will be.

All of these metrics have expanded or increased since the program began in experimental form several months ago, but April has finally seen some consistency with the Fed offering a return of five basis points throughout. April would have been a tale of two halves without it. Repo rates traded around six to seven basis points for the first half of the month, but could very well have plunged to near zero as a result of a notable pay down in Treasury bills in the second half were it not for the Fed's five points. And the steady rate is helpful too, giving some

(continued page 6)

PERFORMANCE AS OF APRIL 30, 2014

	TexPool	TexPool Prime
Current Invested Balance	\$16,252,055,438.09	\$1,093,800,280.41
Weighted Average Maturity (1)*	55 Days	49 Days
Weighted Average Maturity (2)*	87 Days	57 Days
Net Asset Value	1.00005	1.00004
Total Number of Participants	2,308	171
Management Fee on Invested Balance	0.0473%	0.0638%
Interest Distributed	\$460,782.72	\$62,560.44
Management Fee Collected	\$649,272.46	\$59,829.01
Standard & Poor's Current Rating	AAAm	AAAm

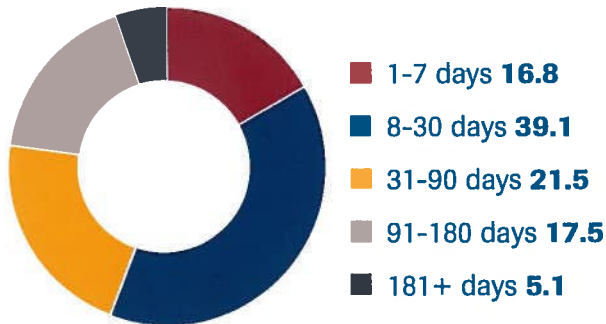
Month Averages

Average Invested Balance	\$16,682,935,920.13	\$1,130,063,709.69
Average Monthly Yield, on a simple basis (3)*	0.03%	0.07%
Average Weighted Average Maturity (1)*	52 Days	51 Days
Average Weighted Average Maturity (2)*	85 Days	59 Days

*Definitions for Average Monthly Yield and Weighted Average Maturity can be found on page 2.

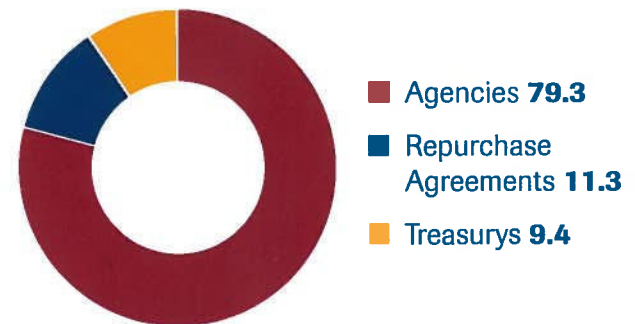
Portfolio by Maturity (%)

As of April 30, 2014



Portfolio by Type of Investment (%)

As of April 30, 2014



PORTFOLIO ASSET SUMMARY AS OF APRIL 30, 2014

	Book Value	Market Value
Uninvested Balance	\$340.82	\$340.82
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	20,752,965.45	20,752,965.45
Interest and Management Fees Payable	-460,805.04	-460,805.04
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	0.00	0.00
Repurchase Agreements	1,838,846,000.00	1,838,844,550.00
Mutual Fund Investments	0.00	0.00
Government Securities	12,399,658,463.26	12,400,438,079.02
US Treasury Bills	0.00	0.00
US Treasury Notes	1,993,258,473.60	1,993,236,815.00
Total	\$16,252,055,438.09	\$16,252,811,945.25

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	574	\$5,269,018,513.96
Higher Education	56	\$1,214,955,654.93
Healthcare	80	\$608,204,347.49
Utility District	708	\$1,964,514,641.43
City	450	\$4,390,989,828.57
County	174	\$1,452,728,449.47
Other	266	\$1,351,428,378.03

Definition of Weighted Average Maturity (1) & (2)

*(1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

*(2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

Definition of Average Monthly Yield (3)

*(3) This current yield for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

TEXPOOL

DAILY SUMMARY

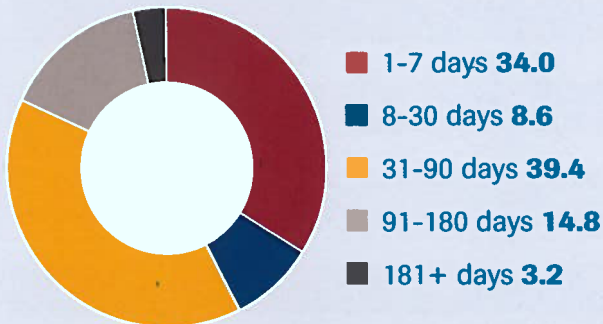
Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
4/1	0.0323%	0.000000884	\$17,061,161,254.08	1.00002	47	79
4/2	0.0335%	0.000000919	\$16,926,201,702.50	1.00002	48	81
4/3	0.0345%	0.000000946	\$16,905,203,376.82	1.00003	48	81
4/4	0.0345%	0.000000945	\$16,902,029,088.56	1.00003	51	84
4/5	0.0345%	0.000000945	\$16,902,029,088.56	1.00003	51	84
4/6	0.0345%	0.000000945	\$16,902,029,088.56	1.00003	51	84
4/7	0.0366%	0.000001002	\$16,870,582,074.67	1.00003	48	81
4/8	0.0360%	0.000000986	\$16,948,971,123.89	1.00003	49	81
4/9	0.0347%	0.000000951	\$16,823,419,858.27	1.00003	51	83
4/10	0.0357%	0.000000979	\$16,791,825,369.88	1.00003	53	86
4/11	0.0365%	0.000001000	\$16,965,874,653.50	1.00001	53	85
4/12	0.0365%	0.000001000	\$16,965,874,653.50	1.00001	53	85
4/13	0.0365%	0.000001000	\$16,965,874,653.50	1.00001	53	85
4/14	0.0326%	0.000000894	\$16,832,015,285.12	1.00004	53	84
4/15	0.0334%	0.000000916	\$16,755,710,434.50	1.00004	55	88
4/16	0.0331%	0.000000908	\$16,707,809,340.84	1.00005	55	87
4/17	0.0352%	0.000000965	\$16,620,844,016.64	1.00005	54	87
4/18	0.0352%	0.000000965	\$16,620,844,016.64	1.00005	54	87
4/19	0.0352%	0.000000965	\$16,620,844,016.64	1.00005	54	87
4/20	0.0352%	0.000000965	\$16,620,844,016.64	1.00005	54	87
4/21	0.0330%	0.000000904	\$16,522,824,348.71	1.00006	50	84
4/22	0.0323%	0.000000884	\$16,503,603,414.48	1.00005	50	82
4/23	0.0345%	0.000000946	\$16,379,198,199.27	1.00005	53	85
4/24	0.0326%	0.000000894	\$16,221,655,038.10	1.00006	53	87
4/25	0.0310%	0.000000848	\$16,415,267,528.01	1.00005	53	86
4/26	0.0310%	0.000000848	\$16,415,267,528.01	1.00005	53	86
4/27	0.0310%	0.000000848	\$16,415,267,528.01	1.00005	53	86
4/28	0.0291%	0.000000797	\$16,355,727,753.01	1.00005	54	86
4/29	0.0292%	0.000000800	\$16,297,223,714.81	1.00005	53	84
4/30	0.0277%	0.000000758	\$16,252,055,438.09	1.00005	55	87
Average:	0.0336%	0.000000920	\$16,682,935,920.13	1.00004	52	85

TEXPOOL PRIME

May 2014

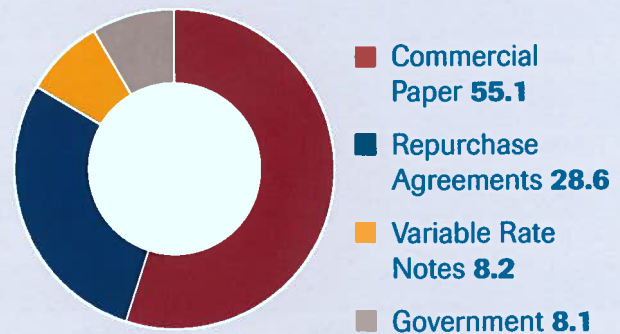
Portfolio by Maturity (%)

As of April 30, 2014



Portfolio by Type of Investment (%)

As of April 30, 2014



PORTFOLIO ASSET SUMMARY AS OF APRIL 30, 2014

	Book Value	Market Value
Uninvested Balance	-\$103.70	-\$103.70
Accrual of Interest Income	402,874.79	402,874.79
Interest and Management Fees Payable	-62,556.97	-62,556.97
Payable for Investments Purchased	-9,997,555.55	-9,997,555.55
Accrued Expenses & Taxes	0.00	0.00
Repurchase Agreements	315,666,000.00	315,666,000.00
Commercial Paper	608,145,924.16	608,173,891.38
Bank Instruments	0.00	0.00
Mutual Fund Investments	0.00	0.00
Government Securities	124,745,697.68	124,766,035.00
Variable Rate Notes	54,900,000.00	54,896,387.00
Total	\$1,093,800,280.41	\$1,093,844,971.95

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	77	\$540,711,131.47
Higher Education	8	\$49,640,079.00
Healthcare	8	\$9,425,810.11
Utility District	5	\$49,957,059.76
City	34	\$143,996,530.88
County	19	\$181,624,136.00
Other	20	\$118,447,834.88

TEXPOOL PRIME

DAILY SUMMARY

Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Prime Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
4/1	0.0658%	0.000001804	\$1,209,477,503.95	1.00002	56	61
4/2	0.0678%	0.000001858	\$1,172,110,532.90	1.00004	57	62
4/3	0.0682%	0.000001868	\$1,169,036,976.63	1.00004	56	61
4/4	0.0635%	0.000001740	\$1,162,794,111.78	1.00004	56	65
4/5	0.0635%	0.000001740	\$1,162,794,111.78	1.00004	56	65
4/6	0.0635%	0.000001740	\$1,162,794,111.78	1.00004	56	65
4/7	0.0707%	0.000001936	\$1,160,619,077.28	1.00004	54	62
4/8	0.0665%	0.000001822	\$1,157,423,820.20	1.00004	53	61
4/9	0.0637%	0.000001745	\$1,165,308,142.44	1.00004	52	60
4/10	0.0669%	0.000001833	\$1,166,502,798.99	1.00004	51	59
4/11	0.0672%	0.000001842	\$1,158,692,555.06	1.00004	51	59
4/12	0.0672%	0.000001842	\$1,158,692,555.06	1.00004	51	59
4/13	0.0672%	0.000001842	\$1,158,692,555.06	1.00004	51	59
4/14	0.0666%	0.000001824	\$1,152,139,689.86	1.00004	50	58
4/15	0.0670%	0.000001835	\$1,157,607,545.78	1.00004	49	58
4/16	0.0664%	0.000001820	\$1,150,740,259.19	1.00004	49	57
4/17	0.0789%	0.000002161	\$1,093,401,673.10	1.00004	51	60
4/18	0.0789%	0.000002161	\$1,093,401,673.10	1.00004	51	60
4/19	0.0789%	0.000002161	\$1,093,401,673.10	1.00004	51	60
4/20	0.0789%	0.000002161	\$1,093,401,673.10	1.00004	51	60
4/21	0.0694%	0.000001901	\$1,093,152,487.01	1.00004	48	56
4/22	0.0659%	0.000001805	\$1,089,763,760.70	1.00005	48	56
4/23	0.0688%	0.000001886	\$1,091,678,634.62	1.00005	48	55
4/24	0.0619%	0.000001695	\$1,089,729,743.21	1.00005	47	55
4/25	0.0675%	0.000001850	\$1,085,864,473.09	1.00004	48	55
4/26	0.0675%	0.000001850	\$1,085,864,473.09	1.00004	48	55
4/27	0.0675%	0.000001850	\$1,085,864,473.09	1.00004	48	55
4/28	0.0583%	0.000001596	\$1,086,225,270.36	1.00004	47	54
4/29	0.0582%	0.000001594	\$1,100,934,655.12	1.00004	46	53
4/30	0.0595%	0.000001629	\$1,093,800,280.41	1.00004	49	57
Average:	0.0674%	0.000001846	\$1,130,063,709.69	1.00004	51	59

TEXPOOL

Participant Services
1001 Texas Ave. 14th Floor
Houston, TX 77002

PRSR STD
U.S. POSTAGE
PAID
GINCOP, INC.



PAM LAB
CITY OF SEABROOK
1700 1ST ST
SEABROOK TX 77586-3540

T6 P1

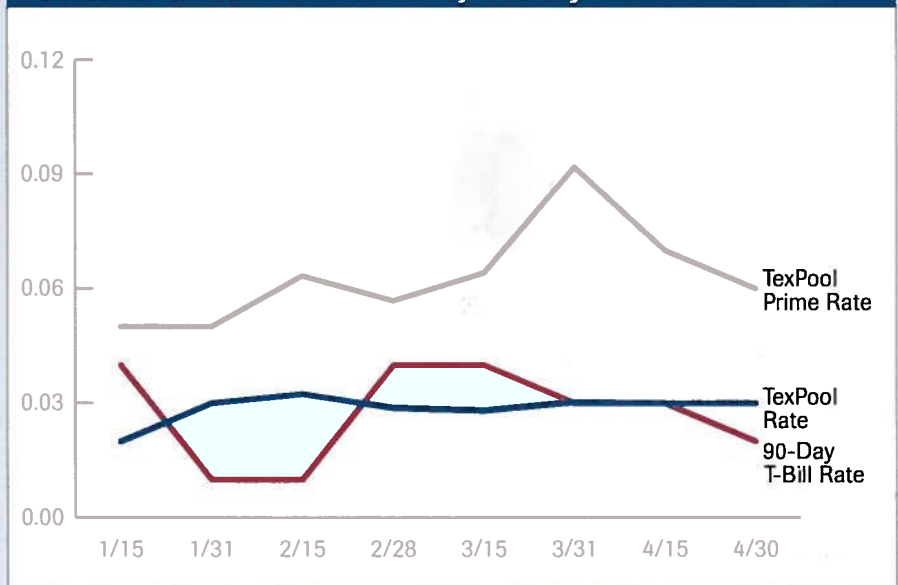
(continued from page 1)

certainty in what has been anything but a normative time for money markets.

But the success of the Fed's reverse repo of course doesn't mean we aren't still looking forward to real rate hikes. We still think a rise won't materialize until 2015—although it is possible that the yield curve could anticipate that and steepen earlier—but positive economic reports show the consumer is back in action. And manufacturing and inflation ticking higher in April lead us to believe it won't be long now. Having said that, it is always good to get a month or two of confirmation.

Until then our strategy remains on the long side. We stand ready to shorten the range, as well as add more floating-rate securities, at the hint of rate increases.

TexPool & TexPool Prime vs. 90-Day Treasury Bill



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

TEXPOOL REPORT

MONTH OF MAY 2014
0.0244%

	BEGINNING BALANCE	TRANSFER IN/(OUT)	INT EARNED (Posted May)	ENDING BALANCE	PURPOSE OF FUND
GENERAL FUND - UNRESTRICTED	5,207,856.79	(132,696.89)	109.41	5,075,269.31	Working capital
ENTERPRISE FUND - UNRESTRICT	2,048,226.82	90,945.53	46.56	2,139,218.91	Working capital
ENTERPRISE FUND - RESTRICTED	300,000.00	0.00	incl in above	300,000.00	Customer liability
CAPITAL IMPACT FEES	2,211,436.75	0.00	45.89	2,211,482.64	Water & sewer lines extensions & expansions
PARK FEES	5,718.42	0.00	0.12	5,718.54	Reserved for acquisition & development of park land
CHILD SAFETY PROGRAMS	15,122.75	0.00	0.31	15,123.06	Reserved for Child Safety/School Zones
FEDERAL SEIZURE	42,083.57	0.00	0.87	42,084.44	Criminal Investigation - Federal Funds
HOTEL/MOTEL FUND	990,106.55	26,758.72	20.97	1,016,886.24	Restricted for promotion of tourism
DEBT SERVICE FUND	2,880,703.47	10,781.89	59.79	2,891,545.15	Restricted for General fund reserves & yearly debt service
WTR/SWR BONDS	382,070.26	0.00	7.93	382,078.19	Funds transferred from Bond Mkt Acct to allow liquidity
FIRE BONDS	134,362.19	(60,000.00)	2.22	74,364.41	Funds transferred from Bond Mkt Acct to allow liquidity
LIBRARY BONDS	2,570.31	0.00	0.05	2,570.36	Funds transferred from Bond Mkt Acct to allow liquidity
LAKESIDE DRIVE CERT DEP	332,659.12	0.00	6.90	332,666.02	
CAROTHERS	25,002.17	0.00	0.52	25,002.69	
CRIME DISTRICT	253,390.56	(3,807.42)	5.25	249,588.39	Funds transferred from Bond Mkt Acct to allow liquidity
SEDC II - UNRESTRICTED	1,007,239.96	68,018.17	25.61	1,075,283.74	Seabrook Economic Development Corporation II
SEDC II - RESTRICT FOR EMERGENCY	180,000.00	0.00	incl in above	180,000.00	Emergency Reserve
STEP FUND	44,082.84	0.00	0.91	44,083.75	
PUBLIC SAFETY	153,941.48	0.00	3.19	153,944.67	
MUNI COURT - SECURITY FUND	21,659.56	0.00	0.45	21,660.01	Funds from fines to be used for security
COURT - TIME PAYMENT FEES	9,624.15	0.00	0.20	9,624.35	Funds from fines to be used to improve court
MUNI COURT - TECHNOLOGY FUND	6,483.82	0.00	0.13	6,483.95	
STABILIZATION FUND	801,458.04	0.00	16.63	801,474.67	
TOTAL TEXPOOL FUND	17,055,799.58	(0.00)	353.91	\$17,056,153.49	

The investment portfolio of the City of Seabrook is in compliance with the investment strategies expressed in the City's Investment Policy and relevant provisions of Chapter 2256 of the Local Government Code.

Pam Lab

Finance Director

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002



Participant Statement

CITY OF SEABROOK
GENERAL ACCOUNT
ATTN: PAM LAB
1700 FIRST STREET
SEABROOK TX 77586-3540

Statement Period **05/01/2014 - 05/31/2014**

Page 1 of 2

Customer Service **1-866-TEX-POOL**
Location ID **000077632**
Investor ID **000006495**

TexPool Update

Do you want to keep up on the latest market talk? Check the Market Updates section on www.texpool.com for frequent updates!

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$17,055,799.58	\$0.00	\$0.00	\$353.91	\$17,056,153.49	\$17,055,822.41
Total Dollar Value	\$17,055,799.58	\$0.00	\$0.00	\$353.91	\$17,056,153.49	

Portfolio Value

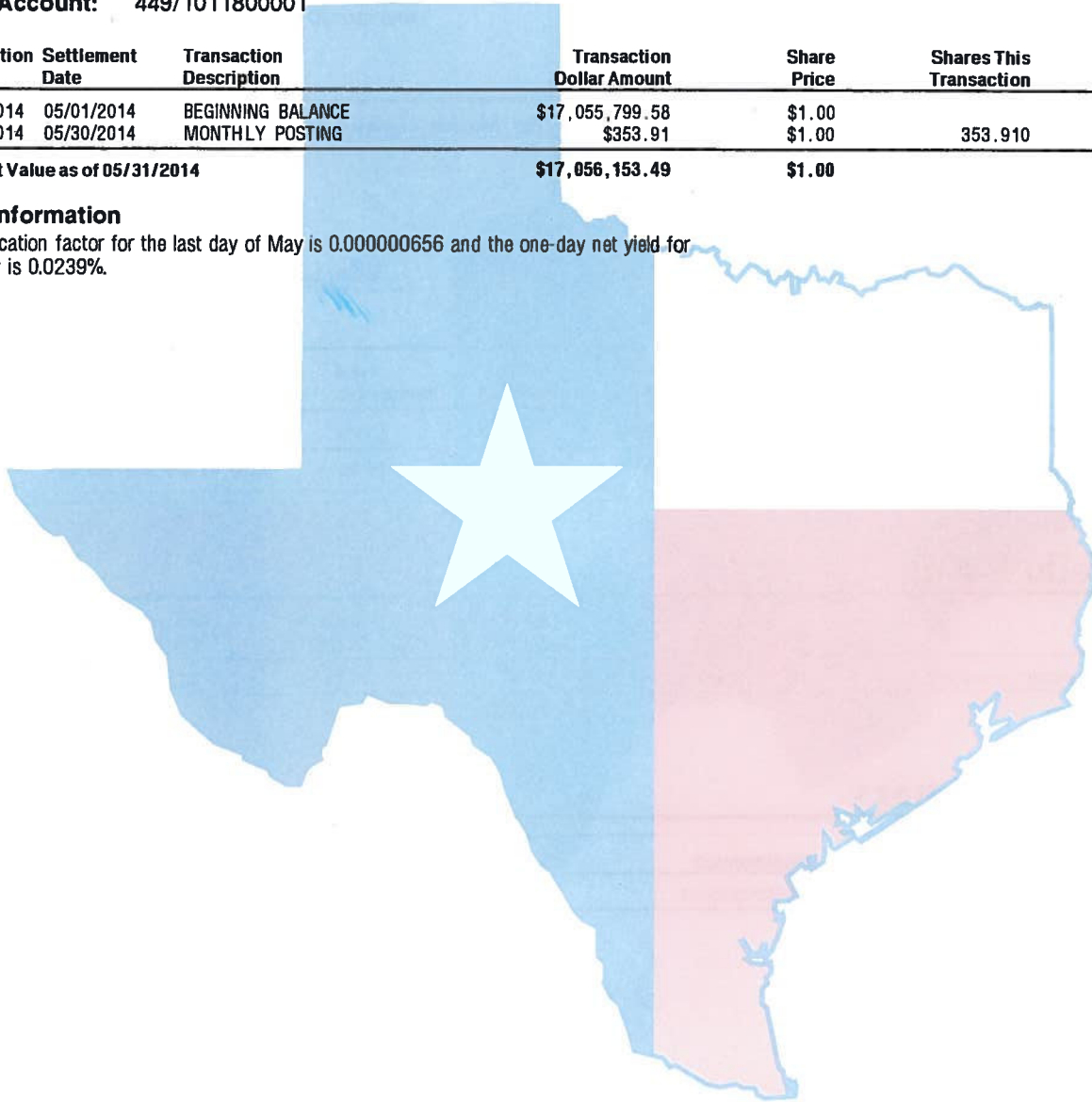
Pool Name	Pool/Account	Market Value (05/01/2014)	Share Price (05/31/2014)	Shares Owned (05/31/2014)	Market Value (05/31/2014)
Texas Local Government Investment Pool	449/1011800001	\$17,055,799.58	\$1.00	17,056,153.490	\$17,056,153.49
Total Dollar Value		\$17,055,799.58			\$17,056,153.49

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1011800001	\$353.91	\$1,927.44
Total		\$353.91	\$1,927.44

Page 2 of 2

The allocation factor for the last day of May is 0.000000656 and the one-day net yield for that day is 0.0239%.



TEXPOOL

ANNOUNCEMENTS

We would like to recognize and welcome the following entities who joined the TexPool program in May 2014:

TexPool

Williamson County MUD 12
Williamson County MUD 13
Siena MUD 1
Siena MUD 2

TexPool Prime

Dallas ISD
Goose Creek ISD

Upcoming Events

06/12/14 – 06/15/14
AWBD Conference
Ft. Worth

06/18/14 – 06/20/14
TASBO Summer Conference
Frisco

06/18/14 – 06/20/14
TACCBO Conference
Galveston

07/13/14 – 07/15/2014
TASSCUBO Summer Conference
Austin

TexPool Advisory Board Members

R.C. Allen	LaVonne Mason
Pati Buchenau	John McGrane
Jose Elizondo, Jr.	Clay McPhail
Ron Leverett	Vivian Wood

Overseen by the State of Texas Comptroller of Public Accounts Susan Combs.

Operated under the supervision of the Texas Treasury Safekeeping Trust Company.

Additional information regarding TexPool is available upon request:

www.texpool.com
1-866-839-7665
(1-866-TEX-POOL)
Fax: 866-839-3291

Federated®

Federated, founded in 1955, is publicly traded on the NYSE. It is one of the largest managers of AAA-rated money market portfolios in the country (Source: iMoneyNet as of 2/28/14).

Visit us at FederatedInvestors.com.

G35884-24 (6/14)

Federated is a registered trademark of Federated Investors, Inc.

2014 © Federated Investors, Inc.

Monthly Newsletter June 2014

Economic and Market Commentary

Month in Cash: Wanted—More Fed governors

June 1, 2014

Companies and hockey teams adapt well to being shorthanded, but when votes are involved or diverse viewpoints are needed, being even one person down can create problems. So it has been for some time now at the Federal Reserve (Fed) as the molasses pace of confirmation has left the central bank short-staffed for months. It still has three seats out of seven open on its board of governors, nearly a majority, and that's only the case because the Senate confirmed Stanley Fischer to the board the day that governor Jeremy Stein stepped down, Wednesday, May 28.

Considering that the governors of the board make up a majority of the twelve member crucial monetary policy-making Federal Open Market Committee (FOMC) (the others being the presidents of some of the regional Fed banks), three open seats represents a significant shortage that has serious consequences from the standpoint of the U.S. economy, not to mention the world.

Even if new voices on the FOMC didn't alter a particular vote on policy which is still data driven, we at least would get more viewpoints in speeches, in published dissents and in the influential "dots" chart of rising interest rate projections. Certainly the last release of the chart had a major impact on the market in March. Eventually things calmed down and the market deemphasized it, but the dots matrix offered a window into what the entirety of the committee thought. The full complement of policymakers might have pushed it more bullish from the standpoint of rates rising sooner, which we felt was the case. Or it could have had the opposite effect, depending on who those three would have been. Until the rest of the confirmations happen, the dots chart potentially could be skewed. It is an angle that has potential bearing on the world economy.

And the absence of a vice chair after Yellen left that position to lead the Fed has put a vacancy in a key position. Presumably we will have Fischer, former governor of the Bank of Israel, announced as vice chair soon. He adds an element of cautiousness about rates staying too low for too long. Fisher has spoken out on concerns with the QE program, that being able to unwind and control inflation all at the same time after years of stimulation might be a difficult process. That's a different viewpoint. So the more voices on the FOMC, the better balanced the output will be.

In the meantime, there hasn't been much rate change in the marketplace. The London interbank offered rate (Libor) was completely unchanged and Treasury bills were around a basis point lower. We have not altered our weighted average maturity

(continued page 6)

PERFORMANCE AS OF MAY 31, 2014

	TexPool	TexPool Prime
Current Invested Balance	\$15,131,495,410.88	\$993,590,273.32
Weighted Average Maturity (1)*	55 Days	41 Days
Weighted Average Maturity (2)*	87 Days	47 Days
Net Asset Value	1.00005	1.00002
Total Number of Participants	2,312	173
Management Fee on Invested Balance	0.0473%	0.0638%
Interest Distributed	\$327,658.21	\$51,187.29
Management Fee Collected	\$635,465.36	\$57,206.65
Standard & Poor's Current Rating	AAAm	AAAm

Month Averages

Average Invested Balance	\$15,784,381,783.29	\$1,048,107,275.92
Average Monthly Yield, on a simple basis (3)*	0.02%	0.06%
Average Weighted Average Maturity (1)*	54 Days	44 Days
Average Weighted Average Maturity (2)*	85 Days	51 Days

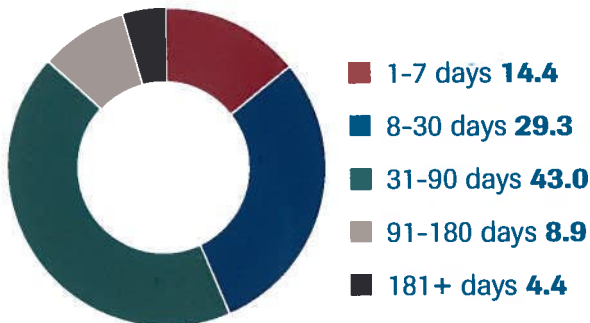
*Definitions for Average Monthly Yield and Weighted Average Maturity can be found on page 2.

TEXPOOL

June 2014

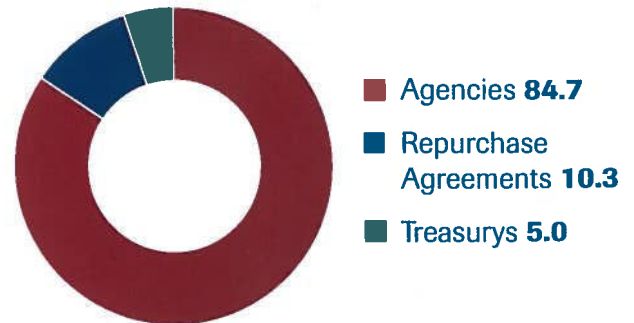
Portfolio by Maturity (%)

As of May 31, 2014



Portfolio by Type of Investment (%)

As of May 31, 2014



PORTFOLIO ASSET SUMMARY AS OF MAY 31, 2014

	Book Value	Market Value
Uninvested Balance	\$9,793.56	\$9,793.56
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	7,980,267.59	7,980,267.59
Interest and Management Fees Payable	-327,705.40	-327,705.40
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	0.00	0.00
Repurchase Agreements	1,560,830,000.00	1,560,828,550.00
Mutual Fund Investments	0.00	0.00
Government Securities	12,623,209,284.91	12,623,873,353.04
US Treasury Bills	0.00	0.00
US Treasury Notes	939,793,770.22	939,752,458.00
Total	\$15,131,495,410.88	\$15,132,116,716.79

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	574	\$4,762,581,588.11
Higher Education	56	\$1,118,444,931.15
Healthcare	80	\$567,092,307.84
Utility District	712	\$1,933,379,538.09
City	450	\$4,138,087,293.67
County	174	\$1,307,714,058.84
Other	266	\$1,303,277,518.14

Definition of Weighted Average Maturity (1) & (2)

*(1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

*(2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

Definition of Average Monthly Yield (3)

*(3) This current yield for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

TEXPOOL

DAILY SUMMARY

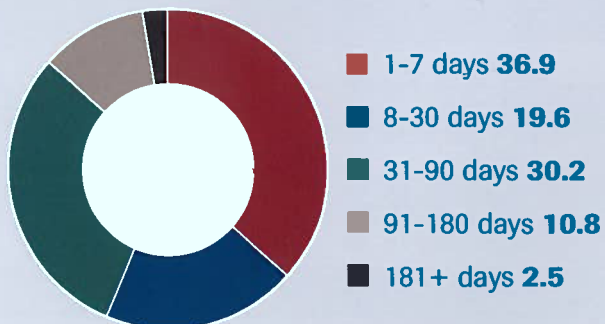
Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
5/1	0.0268%	0.000000735	\$16,202,212,726.33	1.00003	55	86
5/2	0.0274%	0.000000750	\$16,232,078,130.54	1.00005	56	87
5/3	0.0274%	0.000000750	\$16,232,078,130.54	1.00005	56	87
5/4	0.0274%	0.000000750	\$16,232,078,130.54	1.00005	56	87
5/5	0.0257%	0.000000703	\$16,168,529,806.07	1.00005	54	86
5/6	0.0256%	0.000000700	\$16,164,014,469.05	1.00005	53	85
5/7	0.0252%	0.000000690	\$16,138,319,443.01	1.00006	52	84
5/8	0.0252%	0.000000690	\$16,061,590,068.91	1.00005	52	84
5/9	0.0250%	0.000000684	\$16,101,821,875.19	1.00005	51	83
5/10	0.0250%	0.000000684	\$16,101,821,875.19	1.00005	51	83
5/11	0.0250%	0.000000684	\$16,101,821,875.19	1.00005	51	83
5/12	0.0245%	0.000000672	\$16,064,370,434.67	1.00005	49	80
5/13	0.0260%	0.000000713	\$16,064,160,423.35	1.00004	51	81
5/14	0.0250%	0.000000685	\$16,017,089,728.13	1.00005	51	80
5/15	0.0242%	0.000000662	\$15,751,598,591.63	1.00006	55	86
5/16	0.0235%	0.000000643	\$15,732,658,561.02	1.00005	54	86
5/17	0.0235%	0.000000643	\$15,732,658,561.02	1.00005	54	86
5/18	0.0235%	0.000000643	\$15,732,658,561.02	1.00005	54	86
5/19	0.0250%	0.000000684	\$15,653,773,598.58	1.00005	53	83
5/20	0.0242%	0.000000662	\$15,592,043,598.12	1.00005	55	85
5/21	0.0237%	0.000000649	\$15,535,089,833.15	1.00004	56	88
5/22	0.0252%	0.000000690	\$15,400,415,110.69	1.00004	56	88
5/23	0.0228%	0.000000624	\$15,460,297,647.63	1.00004	55	86
5/24	0.0228%	0.000000624	\$15,460,297,647.63	1.00004	55	86
5/25	0.0228%	0.000000624	\$15,460,297,647.63	1.00004	55	86
5/26	0.0228%	0.000000624	\$15,460,297,647.63	1.00004	55	86
5/27	0.0221%	0.000000605	\$15,464,468,476.65	1.00004	52	82
5/28	0.0210%	0.000000574	\$15,387,560,089.91	1.00005	56	87
5/29	0.0218%	0.000000596	\$15,346,741,771.07	1.00005	55	86
5/30	0.0239%	0.000000656	\$15,131,495,410.88	1.00005	55	87
5/31	0.0239%	0.000000656	\$15,131,495,410.88	1.00005	55	87
Average	0.0244%	0.000000669	\$15,784,381,783.29	1.00005	54	85

TEXPOOL PRIME

June 2014

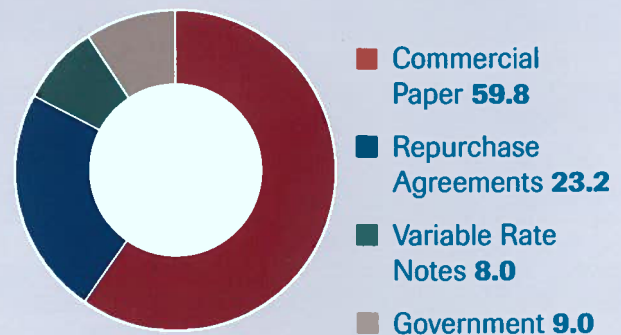
Portfolio by Maturity (%)

As of May 31, 2014



Portfolio by Type of Investment (%)

As of May 31, 2014



PORTFOLIO ASSET SUMMARY AS OF May 31, 2014

	Book Value	Market Value
Uninvested Balance	-\$504.80	-\$504.80
Accrual of Interest Income	269,018.20	269,018.20
Interest and Management Fees Payable	-51,187.38	-51,187.38
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	0.00	0.00
Repurchase Agreements	230,516,000.00	230,516,000.00
Commercial Paper	593,277,774.33	593,293,403.00
Bank Instruments	0.00	0.00
Mutual Fund Investments	0.00	0.00
Government Securities	124,679,172.97	124,691,018.00
Variable Rate Notes	44,900,000.00	44,897,178.00
Total	\$993,590,273.32	\$993,614,925.02

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	79	\$504,626,055.39
Higher Education	8	\$47,862,531.12
Healthcare	8	\$8,426,351.07
Utility District	5	\$51,509,064.95
City	34	\$122,843,818.68
County	19	\$140,338,906.46
Other	20	\$117,984,899.13

TEXPOOL PRIME

DAILY SUMMARY

Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Prime Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
5/1	0.0589%	0.000001613	\$1,089,801,278.91	0.99998	49	57
5/2	0.0576%	0.000001578	\$1,088,932,469.42	1.00003	49	57
5/3	0.0576%	0.000001578	\$1,088,932,469.42	1.00003	49	57
5/4	0.0576%	0.000001578	\$1,088,932,469.42	1.00003	49	57
5/5	0.0575%	0.000001575	\$1,089,422,949.53	1.00004	49	55
5/6	0.0566%	0.000001552	\$1,088,290,917.43	1.00004	48	55
5/7	0.0583%	0.000001597	\$1,085,586,886.87	1.00004	48	54
5/8	0.0557%	0.000001525	\$1,058,313,678.55	1.00004	48	55
5/9	0.0565%	0.000001547	\$1,053,293,493.42	1.00003	48	55
5/10	0.0565%	0.000001547	\$1,053,293,493.42	1.00003	48	55
5/11	0.0565%	0.000001547	\$1,053,293,493.42	1.00003	48	55
5/12	0.0507%	0.000001390	\$1,091,133,156.72	1.00004	44	50
5/13	0.0580%	0.000001590	\$1,087,024,102.92	1.00004	43	50
5/14	0.0548%	0.000001501	\$1,078,686,867.27	1.00003	44	51
5/15	0.0533%	0.000001461	\$1,066,287,473.28	1.00004	44	50
5/16	0.0561%	0.000001538	\$1,025,751,327.19	1.00003	45	52
5/17	0.0561%	0.000001538	\$1,025,751,327.19	1.00003	45	52
5/18	0.0561%	0.000001538	\$1,025,751,327.19	1.00003	45	52
5/19	0.0604%	0.000001656	\$1,023,749,802.99	1.00003	43	49
5/20	0.0543%	0.000001487	\$1,029,184,262.64	1.00003	42	48
5/21	0.0561%	0.000001536	\$1,024,846,158.84	1.00002	42	48
5/22	0.0553%	0.000001514	\$1,026,678,407.47	1.00003	41	47
5/23	0.0567%	0.000001553	\$1,021,989,843.79	1.00002	41	47
5/24	0.0567%	0.000001553	\$1,021,989,843.79	1.00002	41	47
5/25	0.0567%	0.000001553	\$1,021,989,843.79	1.00002	41	47
5/26	0.0567%	0.000001553	\$1,021,989,843.79	1.00002	41	47
5/27	0.0611%	0.000001675	\$1,020,810,601.50	1.00002	38	43
5/28	0.0588%	0.000001611	\$1,029,343,350.66	1.00003	37	42
5/29	0.0645%	0.000001766	\$1,023,093,866.13	1.00003	40	46
5/30	0.0665%	0.000001822	\$993,590,273.32	1.00002	41	47
5/31	0.0665%	0.000001822	\$993,590,273.32	1.00002	41	47
Average	0.0576%	0.000001577	\$1,048,107,275.92	1.00003	44	51

TEXPOOL

Participant Services
1001 Texas Ave. 14th Floor
Houston, TX 77002

PRSRT STD
U.S. POSTAGE
PAID
AUSTIN, TX
PERMIT NO. 1264



PAM LAB
CITY OF SEABROOK
1700 1ST ST
SEABROOK TX 77586-3540

T10 P1

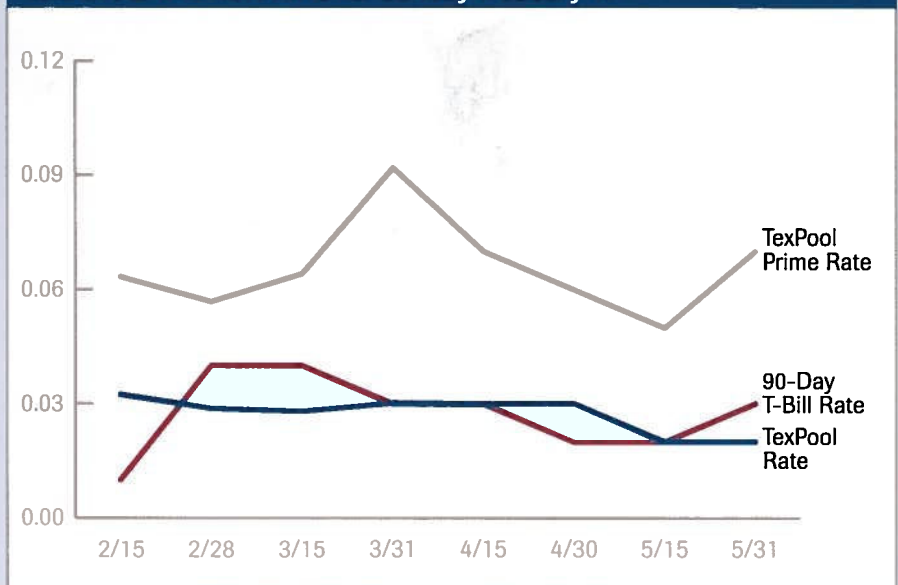
(continued from page 1)

(WAM) targets at this point because the yield curve has not changed based on any kind of expectations of future tightening at this point.

Repo continues to be driven by the overnight fixed-rate reverse repo facility from the New York Fed at five basis points. Probably over the course of the last month we have seen more people going to this and abandoning at least some of their traditional counterparts to a larger degree than we had in the past. We haven't seen major players leave the repo market, but certainly the banking regulations and how they are impacted by capital, leverage and liquidity requirements is allowing them to reduce their book and the Fed is taking over some of that supply.

Still supply remains an issue. The New York Fed puts out \$180-\$200 billion per day pretty steadily and with the taper reducing the Fed's asset purchases down to \$45 billion a month from \$85, we have an additional \$40 billion each month. That should be a lot, but offsetting it has been the cutback in Treasury supply in the month of April and continuing into the month of May because of strong tax receipts that the Treasury received. So supply is not as great as it seems when you first look at it.

TexPool & TexPool Prime vs. 90-Day Treasury Bill



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

TEXPOOL REPORT

MONTH OF JUNE 2014
0.0284%

	BEGINNING BALANCE	TRANSFER IN/(OUT) (Posted June)	INT EARNED	ENDING BALANCE	PURPOSE OF FUND
GENERAL FUND - UNRESTRICTED	5,075,269.31	(632,012.01)	117.24	4,443,374.54	Working capital
ENTERPRISE FUND - UNRESTRICT	2,139,218.91	88,575.03	57.50	2,227,851.44	Working capital
ENTERPRISE FUND - RESTRICTED	300,000.00	0.00	incl in above	300,000.00	Customer liability
CAPITAL IMPACT FEES	2,211,482.64	0.00	51.67	2,211,534.31	Water & sewer lines extensions & expansions
PARK FEES	5,718.54	0.00	0.13	5,718.67	Reserved for acquisition & development of park land
CHILD SAFETY PROGRAMS	15,123.06	0.00	0.35	15,123.41	Reserved for Child Safety/School Zones
FEDERAL SEIZURE	42,084.44	0.00	0.98	42,085.42	Criminal Investigation - Federal Funds
HOTEL/MOTEL FUND	1,016,886.24	0.00	23.76	1,016,910.00	Restricted for promotion of tourism
DEBT SERVICE FUND	2,891,545.15	14,752.23	67.58	2,906,364.96	Restricted for General fund reserves & yearly debt service
WTR/SWR BONDS	382,078.19	0.00	8.93	382,087.12	Funds transferred from Bond Mkt Acct to allow liquidity
FIRE BONDS	74,364.41	0.00	1.74	74,366.15	Funds transferred from Bond Mkt Acct to allow liquidity
LIBRARY BONDS	2,570.36	0.00	0.06	2,570.42	Funds transferred from Bond Mkt Acct to allow liquidity
LAKESIDE DRIVE CERT DEP	332,666.02	0.00	7.77	332,673.79	
CAROTHERS	25,002.69	0.00	0.58	25,003.27	
CRIME DISTRICT	249,588.39	(105.15)	5.83	249,489.07	Funds transferred from Bond Mkt Acct to allow liquidity
SEDC II - UNRESTRICTED	1,075,283.74	549,395.80	30.48	1,624,710.02	Seabrook Economic Development Corporation II
SEDC II - RESTRICT FOR EMERGENCY	180,000.00	0.00	incl in above	180,000.00	Emergency Reserve
STEP FUND	44,083.75	(20,605.90)	0.70	23,478.55	
PUBLIC SAFETY	153,944.67	0.00	3.60	153,948.27	
MUNI COURT - SECURITY FUND	21,660.01	0.00	0.51	21,660.52	Funds from fines to be used for security
COURT - TIME PAYMENT FEES	9,624.35	0.00	0.22	9,624.57	Funds from fines to be used to improve court
MUNI COURT - TECHNOLOGY FUND	6,483.95	0.00	0.15	6,484.10	
STABILIZATION FUND	801,474.67	0.00	18.73	801,493.40	
TOTAL TEXPOOL FUND	17,056,153.49	0.00	398.51	\$17,056,552.00	

The investment portfolio of the City of Seabrook is in compliance with the investment strategies expressed in the City's Investment Policy and relevant provisions of Chapter 2256 of the Local Government Code.

Pam Lab

Finance Director

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002



Participant Statement

CITY OF SEABROOK
GENERAL ACCOUNT
ATTN: PAM LAB
1700 FIRST STREET
SEABROOK TX 77586-3540

Statement Period 06/01/2014 - 06/30/2014

Page 1 of 2

Customer Service 1-866-TEX-POOL
Location ID 000077632
Investor ID 000006495

TexPool Update

Do you have feedback to give TexPool to help us serve you better? Click on Contact Us on either TexPool.com or TexConnect to send us an email or call TexPool Participant Services at 866-839-7665. We would love to hear from you!

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$17,056,153.49	\$0.00	\$0.00	\$398.51	\$17,056,552.00	\$17,072,833.44
Total Dollar Value	\$17,056,153.49	\$0.00	\$0.00	\$398.51	\$17,056,552.00	

Portfolio Value

Pool Name	Pool/Account	Market Value (06/01/2014)	Share Price (06/30/2014)	Shares Owned (06/30/2014)	Market Value (06/30/2014)
Texas Local Government Investment Pool	449/1011800001	\$17,056,153.49	\$1.00	17,056,552.000	\$17,056,552.00
Total Dollar Value		\$17,056,153.49			\$17,056,552.00

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/1011800001	\$398.51	\$2,325.95
Total		\$398.51	\$2,325.95

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002

Statement Period 06/01/2014 - 06/30/2014

Page 2 of 2

Transaction Detail

Texas Local Government Investment Pool

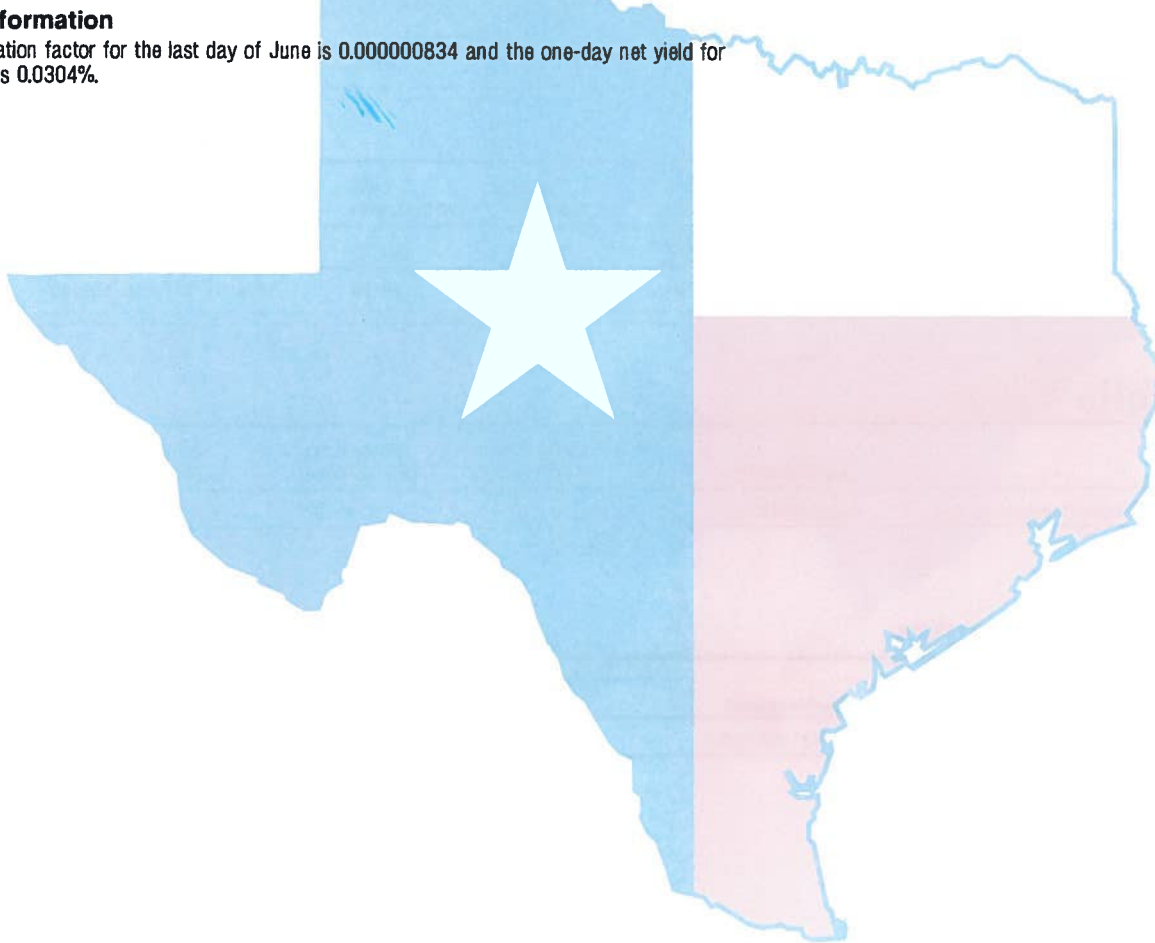
Participant: CITY OF SEABROOK

Pool/Account: 449/1011800001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
06/01/2014	06/01/2014	BEGINNING BALANCE	\$17,056,153.49	\$1.00		17,056,153.490
06/30/2014	06/30/2014	MONTHLY POSTING	\$398.51	\$1.00	398.510	17,056,552.000
Account Value as of 06/30/2014			\$17,056,552.00	\$1.00		17,056,552.000

Pool Information

The allocation factor for the last day of June is 0.000000834 and the one-day net yield for that day is 0.0304%.



TEXPOOL

ANNOUNCEMENTS

We would like to recognize and welcome the following entities who joined the TexPool program in June 2014:

TexPool

Electra ISD
Lerin Hills MUD
Montgomery County ESD 4

TexPool Prime

Electra ISD
City of Clear Lake Shores
Clear Lake Shores EDC
Plaza Ten 06 Corporation

Upcoming Events

07/13/14 - 07/15/14
TASSCUBO Summer Conference
Austin

08/05/14 - 08/07/14
CTAF Annual Conference
Amarillo

08/27/14 - 08/29/14
TAC Legislative Conference
Austin

TexPool Advisory Board Members

R.C. Allen	LaVonne Mason
Pati Buchenau	John McGrane
Jose Elizondo, Jr.	Clay McPhail
Ron Leverett	Vivian Wood

Overseen by the State of Texas Comptroller of Public Accounts Susan Combs.

Operated under the supervision of the Texas Treasury Safekeeping Trust Company.

Additional information regarding TexPool is available upon request:

www.texpool.com
1-866-839-7665
(1-866-TEX-POOL)
Fax: 866-839-3291

Federated®

Federated, founded in 1955, is publicly traded on the NYSE. It is one of the largest managers of AAA-rated money market portfolios in the country (Source: iMoneyNet as of 5/31/14).

Visit us at FederatedInvestors.com.

G35884-24 (7/14)

Federated is a registered trademark of Federated Investors, Inc.

2014 ©Federated Investors, Inc.

Monthly Newsletter July 2014

Economic and Market Commentary

Month in Cash: Inch by inch, point by point

July 1, 2014

When the pace of change is glacial, every inch counts. You could apply that to a pair of aspects of the Federal Reserve this past month: its filling of governor posts and its overnight trading.

After months of waiting, the Senate finally confirmed Lael Brainard and Jerome Powell to the Fed's board of governors, and also approved Stanley Fischer as vice chair. But two open seats remain, leaving only five active governors. Considering how long it has taken to add Fischer, Brainard and Powell to the table, we'll take it. While we would rather see seven, it would have been hard to imagine a Fed with only three governors (even though all the regional Fed president posts are filled) working in such a crucial time for the economy.

The three additions may not seem to have altered the central bank's policy decisions following the Federal Open Market Committee (FOMC) meeting mid-month—it continued to taper its Treasury and asset-backed purchases by another \$10 billion to \$35 billion—but they will play a major role after this latest round of quantitative easing (QE) ends. That's because the bigger issue is when the Fed decides to raise its benchmark federal funds rate and by how much. The consensus ballpark for this is for it to slowly rise starting in spring of 2015, but Chair Janet Yellen reiterated that any move will be data dependent on the economy's health, and she thinks that is still under the weather.

Well, that means continued paltry interest rates for some time. But even from this perspective, a tiny bump up is at least something positive, and we have been getting that through the New York Fed's Overnight Fixed-Rate Reverse Repo facility, which uses Treasuries as collateral. It is extremely risk-free, but offers only five basis points. So it was heartening to start to see counterparties offering a few basis points higher to take some of that business. Tiny as the difference was, we are happy to have it.

Speaking of the big effect of tiny things, the "dots" returned. The FOMC has recently been asking its members to anonymously predict when they think the fed funds rate will rise and to what percent. These projections are indicated by points on a timeline/rate grid—the dot chart, as it is affectionately known. The placement of the points was ever so slightly hawkish than the last chart, especially in the short term. It was not that the members altered the time frame when they think rates will rise, but rather that several indicated they expected more of a rise in those times.

(continued page 6)

PERFORMANCE AS OF JUNE 30, 2014

	TexPool	TexPool Prime
Current Invested Balance	\$14,435,246,878.24	\$981,534,027.47
Weighted Average Maturity (1)*	48 Days	46 Days
Weighted Average Maturity (2)*	79 Days	50 Days
Net Asset Value	1.00005	1.00001
Total Number of Participants	2,315	177
Management Fee on Invested Balance	0.0473%	0.0638%
Interest Distributed	\$341,874.95	\$53,743.33
Management Fee Collected	\$570,719.08	\$53,535.82
Standard & Poor's Current Rating	AAAm	AAAm

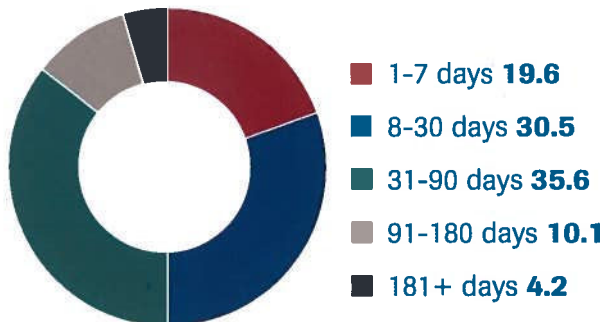
Month Averages

Average Invested Balance	\$14,649,906,930.92	\$1,016,210,441.16
Average Monthly Yield, on a simple basis (3)*	0.03%	0.06%
Average Weighted Average Maturity (1)*	51 Days	44 Days
Average Weighted Average Maturity (2)*	83 Days	49 Days

*Definitions for Average Monthly Yield and Weighted Average Maturity can be found on page 2.

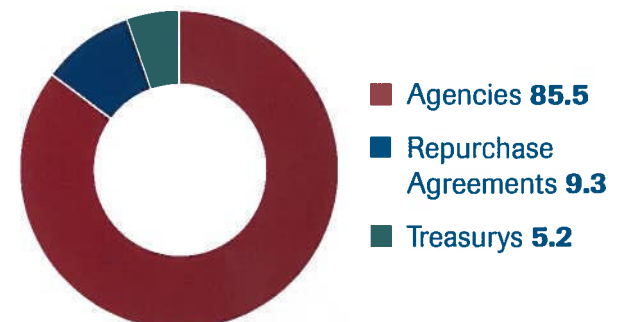
Portfolio by Maturity (%)

As of June 30, 2014



Portfolio by Type of Investment (%)

As of June 30, 2014



PORTFOLIO ASSET SUMMARY AS OF JUNE 30, 2014

	Book Value	Market Value
Uninvested Balance	\$398,241.64	\$398,241.64
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	10,031,806.05	10,031,806.05
Interest and Management Fees Payable	-341,912.77	-341,912.77
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	0.00	0.00
Repurchase Agreements	1,343,425,000.00	1,343,423,250.00
Mutual Fund Investments	0.00	0.00
Government Securities	11,593,291,563.47	11,593,883,489.61
US Treasury Bills	0.00	0.00
US Treasury Notes	1,488,442,179.85	1,488,449,983.00
Total	\$14,435,246,878.24	\$14,435,844,857.53

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	575	\$4,496,243,238.70
Higher Education	56	\$1,000,178,236.75
Healthcare	80	\$570,467,428.19
Utility District	713	\$1,853,286,799.92
City	450	\$4,036,407,127.09
County	174	\$1,188,867,461.13
Other	267	\$1,289,687,930.09

Definition of Weighted Average Maturity (1) & (2)

*(1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

*(2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

Definition of Average Monthly Yield (3)

*(3) This current yield for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

TEXPOOL

DAILY SUMMARY

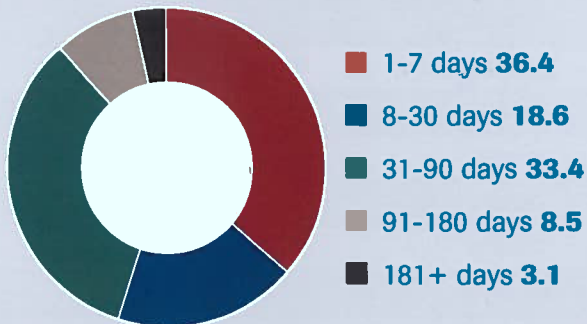
Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
6/1	0.0239%	0.000000656	\$15,131,495,410.88	1.00005	55	87
6/2	0.0273%	0.000000747	\$14,999,996,915.97	1.00005	53	85
6/3	0.0256%	0.000000702	\$14,976,970,157.56	1.00004	53	84
6/4	0.0275%	0.000000754	\$14,776,641,871.68	1.00004	53	85
6/5	0.0249%	0.000000681	\$14,676,100,415.64	1.00004	52	84
6/6	0.0260%	0.000000713	\$14,612,009,971.70	1.00004	51	84
6/7	0.0260%	0.000000713	\$14,612,009,971.70	1.00004	51	84
6/8	0.0260%	0.000000713	\$14,612,009,971.70	1.00004	51	84
6/9	0.0258%	0.000000707	\$14,596,553,448.62	1.00004	49	81
6/10	0.0275%	0.000000753	\$14,617,921,734.40	1.00004	51	82
6/11	0.0279%	0.000000765	\$14,530,907,538.85	1.00005	52	84
6/12	0.0293%	0.000000803	\$14,472,042,516.84	1.00005	54	85
6/13	0.0299%	0.000000820	\$14,541,523,998.19	1.00005	53	85
6/14	0.0299%	0.000000820	\$14,541,523,998.19	1.00005	53	85
6/15	0.0299%	0.000000820	\$14,541,523,998.19	1.00005	53	85
6/16	0.0304%	0.000000834	\$14,763,916,838.74	1.00004	50	81
6/17	0.0293%	0.000000803	\$14,691,530,431.45	1.00004	51	82
6/18	0.0291%	0.000000796	\$14,620,043,573.33	1.00004	52	84
6/19	0.0281%	0.000000770	\$14,674,547,854.54	1.00005	52	83
6/20	0.0293%	0.000000804	\$14,581,310,269.45	1.00005	52	83
6/21	0.0293%	0.000000804	\$14,581,310,269.45	1.00005	52	83
6/22	0.0293%	0.000000804	\$14,581,310,269.45	1.00005	52	83
6/23	0.0285%	0.000000781	\$14,516,473,893.34	1.00005	50	80
6/24	0.0295%	0.000000808	\$14,553,524,457.23	1.00005	48	77
6/25	0.0300%	0.000000821	\$14,772,091,801.44	1.00005	50	80
6/26	0.0297%	0.000000813	\$14,635,827,813.32	1.00005	51	82
6/27	0.0307%	0.000000842	\$14,616,947,219.19	1.00005	50	81
6/28	0.0307%	0.000000842	\$14,616,947,219.19	1.00005	50	81
6/29	0.0307%	0.000000842	\$14,616,947,219.19	1.00005	50	81
6/30	0.0304%	0.000000834	\$14,435,246,878.24	1.00005	48	79
Average	0.0284%	0.000000779	\$14,649,906,930.92	1.00005	51	83

July 2014

TEXPOOL PRIME

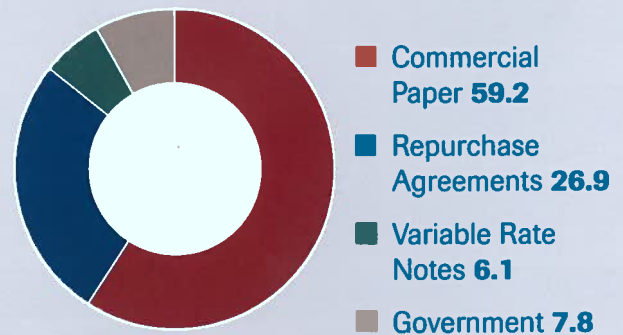
Portfolio by Maturity (%)

As of June 30, 2014



Portfolio by Type of Investment (%)

As of June 30, 2014



PORTFOLIO ASSET SUMMARY AS OF JUNE 30, 2014

	Book Value	Market Value
Uninvested Balance	\$726.93	\$726.93
Accrual of Interest Income	68,589.59	68,589.59
Interest and Management Fees Payable	-53,780.84	-53,780.84
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	0.00	0.00
Repurchase Agreements	263,505,000.00	263,505,000.00
Commercial Paper	581,466,422.83	581,480,577.00
Bank Instruments	0.00	0.00
Mutual Fund Investments	0.00	0.00
Government Securities	91,647,068.96	91,652,657.50
Variable Rate Notes	44,900,000.00	44,897,659.00
Total	\$981,534,027.47	\$981,551,429.18

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

PARTICIPANT SUMMARY

	Number of Participants	Balance
School District	80	\$496,834,939.45
Higher Education	8	\$83,788,258.56
Healthcare	8	\$8,426,791.00
Utility District	5	\$42,064,148.99
City	35	\$123,324,620.71
County	19	\$110,646,880.39
Other	22	\$116,453,475.26

TEXPOOL PRIME

DAILY SUMMARY

Date	Money Mkt. Fund Equiv. (SEC Std.)	Daily Allocation Factor	TexPool Prime Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
6/1	0.0665%	0.000001822	\$993,590,273.32	1.00002	41	47
6/2	0.0695%	0.000001904	\$1,036,810,369.60	1.00002	37	42
6/3	0.0607%	0.000001664	\$1,028,392,309.57	1.00002	38	43
6/4	0.0614%	0.000001683	\$1,023,039,624.35	1.00002	39	44
6/5	0.0558%	0.000001528	\$1,089,468,479.95	1.00002	38	42
6/6	0.0618%	0.000001692	\$1,082,662,052.85	1.00002	40	44
6/7	0.0618%	0.000001692	\$1,082,662,052.85	1.00002	40	44
6/8	0.0618%	0.000001692	\$1,082,662,052.85	1.00002	40	44
6/9	0.0596%	0.000001632	\$1,081,019,432.80	1.00002	38	42
6/10	0.0600%	0.000001645	\$1,077,214,145.57	1.00002	39	43
6/11	0.0637%	0.000001744	\$1,059,394,766.25	1.00002	43	48
6/12	0.0639%	0.000001751	\$1,058,887,741.10	1.00002	43	47
6/13	0.0718%	0.000001966	\$994,557,425.01	1.00001	49	54
6/14	0.0718%	0.000001966	\$994,557,425.01	1.00001	49	54
6/15	0.0718%	0.000001966	\$994,557,425.01	1.00001	49	54
6/16	0.0705%	0.000001931	\$999,927,902.99	1.00002	48	53
6/17	0.0675%	0.000001849	\$990,873,106.70	1.00001	48	52
6/18	0.0640%	0.000001754	\$990,124,802.06	1.00001	48	53
6/19	0.0631%	0.000001728	\$987,517,862.09	1.00001	49	54
6/20	0.0633%	0.000001734	\$986,709,799.77	1.00001	49	54
6/21	0.0633%	0.000001734	\$986,709,799.77	1.00001	49	54
6/22	0.0633%	0.000001734	\$986,709,799.77	1.00001	49	54
6/23	0.0608%	0.000001667	\$974,421,544.57	1.00001	47	51
6/24	0.0632%	0.000001732	\$975,801,684.31	1.00001	46	51
6/25	0.0638%	0.000001747	\$971,084,460.74	1.00001	46	50
6/26	0.0614%	0.000001683	\$988,455,927.24	1.00001	44	48
6/27	0.0673%	0.000001844	\$995,655,647.04	1.00001	45	49
6/28	0.0673%	0.000001844	\$995,655,647.04	1.00001	45	49
6/29	0.0673%	0.000001844	\$995,655,647.04	1.00001	45	49
6/30	0.0648%	0.000001774	\$981,534,027.47	1.00001	46	50
Average	0.0644%	0.000001765	\$1,016,210,441.16	1.00001	44	49

TEXPOOL

Participant Services
1001 Texas Ave. 14th Floor
Houston, TX 77002

PRSRT STD
U.S. Postage
Paid
GINCOP, INC.



MS. PAM LAB
CITY OF SEABROOK
1700 1ST ST
SEABROOK TX 77586-3540

T8 P3

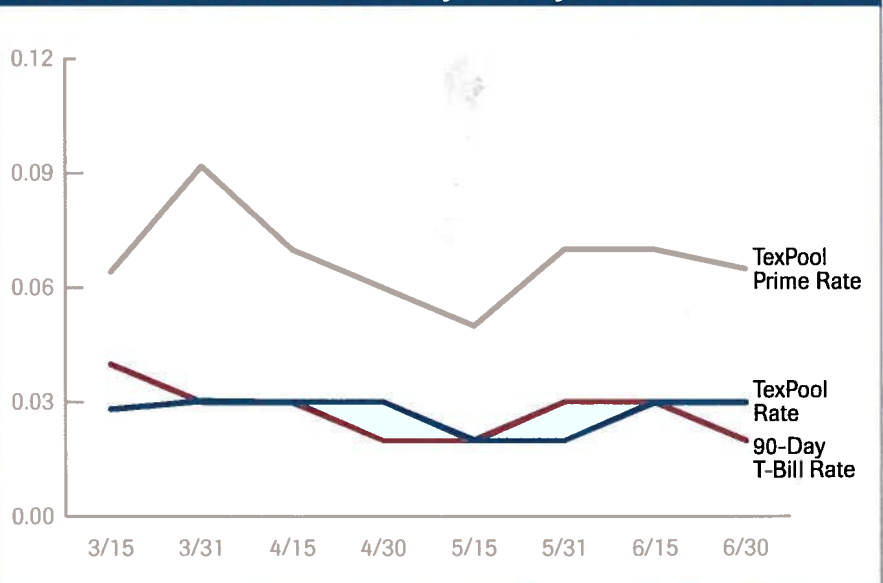
(continued from page 1)

The nearer term is most impactful to cash management, of course; obviously it helps us the earlier we get an uptick. The dot projections essentially reflect each member's assessment of the economy, which continued to strengthen this past month, especially in jobs, manufacturing and consumer sentiment, with a healthy increase in inflation coming at the end.

We did not change our Weighted Average Maturity (WAM) this past month. And there was—surely you can guess—little rate change in the marketplace. The London interbank offered rate (Libor) did not budge from 0.15% and Treasury bills shrunk from small to even smaller, all under five basis points. We continue to look at and utilize some floating-rate securities in anticipation of the yield curve actually steepening out a little bit and becoming slightly more attractive.

Small steps in the right direction are better than none.

TexPool & TexPool Prime vs. 90-Day Treasury Bill



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

Seabrook City Council Budget Workshop
Minutes of July 8, 2014
Page 1

The City Council of the City of Seabrook met in a Budget Workshop on Tuesday, July 8, 2014 at 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

GLENN R. ROYAL	MAYOR
ROBERT LLORENTE	COUNCIL PLACE NO. 1
MIKE GIANGROSSO	COUNCIL PLACE NO. 2
GARY JOHNSON	MAYOR PRO TEM & COUNCIL PLACE NO. 3
MELISSA BOTKIN	COUNCIL PLACE NO. 4
THOM KOLUPSKI	COUNCIL PLACE NO. 5
O.J. MILLER	COUNCIL PLACE NO. 6
GAYLE COOK	CITY MANAGER
SEAN LANDIS	ASSISTANT CITY MANAGER

DEPARTMENT HEADS PRESENT WERE:

PAM LAB	FINANCE DIRECTOR
MIKE GIBBS	ACCOUNTANT
SEAN WRIGHT	CHIEF OF POLICE
ARTHUR CHAIREZ	PUBLIC WORKS DIRECTOR
LEAANN DEARMAN	COMMUNICATIONS DIRECTOR
JOYCE BICE	HR DIRECTOR
KEVIN PADGETT	ASST PUBLIC WORKS DIRECTOR
JEFF GALYEAN	EMERGENCY MANAGEMENT COORD
RAY COOK	FIRE CHIEF

Mayor Royal called the meeting to order at 7:00 p.m.

1.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

There were none.

2.0 BUDGET WORK SESSION

2.1 CONDUCT A BUDGET WORK SESSION TO REVIEW THE PROPOSED City of Seabrook budget for FY 2014/15 and schedule future work sessions if applicable. (Cook)

City Manager Gayle Cook presented a draft CIP document to council as part of the budget workshop. From the comprehensive list of projects reviewed and presented, the following projects were identified as priorities and council gave direction to staff to move forward with appropriate proposals for funding.

Seabrook City Council Budget Workshop
Minutes of July 8, 2014
Page 2

Facilities and General

- Fiber Optic Network - \$250,000 (council asked IT to review numbers and submit updated quote)
- Public Works and Animal Control Facility - \$6,247,998 (council asked staff to work with architect for larger training room and additional kennels)

Parks

- Splashpad - \$100,000 @ City Pool (council asked staff to research and propose numbers for an additional splashpad in a park on the west side of Seabrook)

Fire

- Engine 107 replacement - \$640,000

New Water Projects

- Replace 12 inch water main along Todville Road from Port Road to Red Bluff Road - \$1,495,920 (council instructed staff to move forward with proposing project out of Impact Fund)
- Humble Drive water plant relocation - \$2,493,758
- Old Seabrook water line - \$256,820 (council instructed staff to move forward with proposing project out of Impact Fund)

New Wastewater Projects

- Pipe burst sewer along E. Meyer from FM 146 to N. Meyer, 18" to 21" - \$1,547,800
- Replace sewer line on Todville Road from Meyer Road to Second Street - \$ 2,128,000
- Wastewater Treatment Plant Upgrades Phase 2 Digester wall extension and clarifier \$1,617,300

Upon motion the meeting was adjourned at 9:45 p.m.

Glenn Royal, Mayor

Meredith Brant, TRMC
Assistant City Secretary

Seabrook City Council Meeting
Minutes of July 15, 2014
Page 1

The City Council of the City of Seabrook met in regular session on Tuesday, July 1, 2014 at 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

GLENN R. ROYAL	MAYOR
ROBERT LLORENTE	COUNCIL PLACE NO. 1
MIKE GIANGROSSO	COUNCIL PLACE NO. 2
GARY JOHNSON	MAYOR PRO TEM & COUNCIL PLACE NO. 3
MELISSA BOTKIN	COUNCIL PLACE NO. 4
THOM KOLUPSKI	COUNCIL PLACE NO. 5
O.J. MILLER	COUNCIL PLACE NO. 6
GAYLE COOK	CITY MANAGER
SEAN LANDIS	ASSISTANT CITY MANAGER
STEVEN L. WEATHERED	CITY ATTORNEY
MEREDITH BRANT	ASSISTANT CITY SECRETARY

Mayor Royal called the meeting to order at 7:00 p.m. and led the audience in the United States and Texas Pledges of Allegiance.

1.0 INTERVIEW CANDIDATES FOR VARIOUS BOARDS & COMMISSIONS

1.1 Interview applicants for the Charter Review Commission and the Comprehensive Master Plan Review Commission with appointments to be made in July.

The City Council interviewed Tom Diegelman, Darrell Picha, Dick Rogan, and Glenna Adovasio.

Candidates who were unable to attend, but requesting to be considered were David Johnson and Kevin Ferguson.

2.0 PRESENTATIONS

2.1 Open Space & Trails Committee quarterly report. (Burton)

Helen Burton, President of the Open Space & Trails Committee gave the quarterly report to council.

Council commended the committee for their hard work.

2.2 Presentation by Offshore Thunder Productions in regards to 2014 Texas Outlaw Challenge held June 19-20 in Kemah. (Paul Robinson)

Paul Robinson, Dickinson, spoke about the event. He stated that it continues to grow and impact Seabrook businesses in a positive way.

3.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

Betsy Rimmer, Vermillion, thanked the council for their service to the community. She recounted the history of the area being considered for the zoning change. She asked the council to reconsider zoning the little triangle of land and leave it C-1.

Kaye Terrell, Vermillion, agrees with the development, but is bothered by the little section behind Vermillion being zoned C-2. Please reconsider.

Jim Rimmer, Vermillion, asked that area be retained as C-1.

Tom Diegelman, Acadiana, stated that originally the little triangle was C-1 and asked that council honor the intent for that small piece of property. He added that the developer is willing to do that.

3.1 Mayor, City Council and/or members of the city staff may make announcements about city/community events. (Council)

Mike Giangrosso reported on upcoming events including:

- Swim 'n' Movie at the city pool on July 19
- Budget Workshop on July 22
- Town meeting on July 24.

Mayor Royal stated that the meeting on July 24 is to discuss the plans for SH 146 and encouraged the public to attend.

4.0 CONSENT AGENDA

4.1 Approve minutes of the July 1, 2014 City Council meeting. (Brant)

4.2 Approval of Interlocal Mutual Aid Agreement for emergency services between the City of Seabrook and Harris County. (Galyean)

4.3 Approve Building Report for June 2014. (Landis)

4.4 Approve Public Safety Report for June 2014. (Wright)

Motion was made by Councilor Llorente and seconded by Councilor Giangrosso

To approve the consent agenda.

91 MOTION CARRIED BY UNANIMOUS CONSENT.

92
93 **END OF CONSENT AGENDA**

94
95 **5.0 NEW BUSINESS**

96
97 **5.1 Consider appointments to the Charter Review Commission and to the**
98 **Comprehensive Master Plan Commission. (Council)**
99

100 Motion was made by Councilor Kolupski

101
102 To appoint Darrell Picha and Glenna Adovasio to the Comprehensive Master
103 Plan Commission and Dick Rogan and Tom Diegelman to the Charter Review
104 Commission.

105
106 MOTION FAILED DUE TO LACK OF A SECOND.

107
108 Mayor Royal called for nominations from the floor.

109
110 Nomination was made by Councilor Kolupski

111
112 To appoint Darrell Picha and Glenna Adovasio to the Master Plan Commission.

113
114 Having no other nominations for Master Plan, a vote was taken.

115
116 APPOINTMENTS CARRIED BY UNANIMOUS CONSENT.

117
118 Nomination was made by Councilor Giangrosso

119
120 To appoint David Johnson to the Charter Review Commission.

121
122 AYES: Royal, Botkin, Giangrosso, Johnson, Llorente.

123 NAYS: Kolupski, Miller.

124
125 APPOINTMENT CARRIED BY MAJORITY VOTE.

126
127 Nomination was made by Mayor Royal

128
129 To appoint Kevin Ferguson to the Charter Review Commission.

130
131 APPOINTMENT CARRIED BY UNANIMOUS CONSENT.

132
133 **5.2 Review the Texas Outlaw Challenge post-event report and consider**
134 **releasing \$5,000 HOT funds which were reserved during the July 23, 2013**
135 **Council meeting. (Dearman)**

Seabrook City Council Meeting
Minutes of July 15, 2014
Page 4

LeaAnn stated that this item is to determine if the \$5,000 should be released to the Texas Outlaw Challenge based upon the criteria set by the HOT committee.

Motion was made by Councilor Llorente and seconded by Councilor Johnson

To approve the release of \$5,000 to the Texas Outlaw Challenge.

Councilor Miller stated that he had several concerns: no detailed budget on how funds were spent, no detail on what hotels benefitted, charities and amounts were not released and the event wasn't in Seabrook.

Mr. Robinson responded that all funds from HOT were spent on the huge advertising budget promoting the event, all events in Seabrook were listed in the ads, charities included the Lions Club, The Bridge Women's Shelter and the Shriners Hospital. He added that this event continues to grow each year and was recently touted as being the fourth best boasting event in the country.

City Attorney Weathered stated that the motion should be restated to include the verbiage that funding was for advertising to promote tourism in compliance with the laws governing HOT tax funding.

Councilor Johnson stated that the event may have been in Kemah, but Seabrook businesses reaped benefits. He added that it would be remiss if Seabrook did not support this event on an annual basis.

Councilor Miller stated that he is very familiar with boating events and is not opposed to this one.

Councilor Giangrosso stated that local hotels were full and he agrees that it was a good event. He added that council needs to see as much documentation and tracking as possible.

Councilor Botkin stated that there was a tremendous crowd for the event and she suggested that in the future the event could start earlier in the week in Seabrook with the two cities sharing the event.

Councilor Kolupski stated that although the event has grown and was held in Kemah, Seabrook is not losing hotel business to Kemah.

Councilor Llorente stated that it was a great event with support growing on both sides of the bridge.

MOTION CARRIED BY UNANIMOUS CONSENT.

5.3 Review and consider allocation of HOT funds for the 2015 Texas Outlaw Challenge in the requested amount of \$30,000. (Dearman)

Ms. Dearman stated that communications had improved greatly, but still the post-event report is still lacking hotel information. She added that the biggest issue is event was moved from Seabrook to Kemah and a determination was made by the committee to cap out of town events at \$5,000.

Police Chief Wright stated that several places hired security for the event and there were no problems.

Motion was made by Councilor Johnson and seconded by Councilor Llorente

To approve funding for the 2015 Texas Outlaw Challenge in the amount of \$20,000 for advertising to promote tourism as required by HOT tax laws.

MOTION CARRIED BY UNANIMOUS CONSENT.

With the permission of council, Mayor Royal moved Item 5.4 to the end of the agenda.

6.0 OLD BUSINESS

Councilor Miller recused himself and left the table.

6.1 Approve second and final reading of proposed Ordinance No. 2014-17, Rezone a 12.1341 Acre Tract Located in the Repsdorph Road/Lakeside Drive Area from R-1 to C-2.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEABROOK, WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION", SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING A 12.1341 ACRE TRACT OF LAND SITUATED IN THE RITSON MORRIS SURVEY, ABSTRACT 52, HARRIS COUNTY, TEXAS, AND BEING OUT OF AND A PART OF LOTS 15A, 16, 17A, 18E, RUGGLES WEST SUBDIVISION, MORE SPECIFICALLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO, FROM R-1 (RESIDENTIAL-SINGLE FAMILY DETACHED) TO A C-2 (COMMERCIAL MEDIUM) DISTRICT; REQUIRING THAT THE ZONING MAP BE AMENDED TO REFLECT THIS AMENDMENT; MAKING SPECIFIC FINDINGS RELATING TO REZONING OF SUCH TRACT; PROVIDING A PENALTY IN AN AMOUNT OF NOT MORE THAN \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES

INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

Motion was made by Councilor Llorente and seconded by Councilor Botkin

To approve Ordinance No. 2014-17 on the second and final reading with the reading of the caption serving as the reading of the ordinance.

MOTION CARRIED BY UNANIMOUS CONSENT OF THIS PRESENT AND VOTING.

6.2 Approve second and final reading of proposed Ordinance No. 2014-16, Rezone a 20.2014 Acre Tract Near Repsdorph Traffic Circle From C-1 to C-2. (Landis)

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEABROOK, WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION", SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING A 20.3014 ACRE TRACT SITUATED IN THE RITSON MORRIS SURVEY, ABSTRACT 52, HARRIS COUNTY, TEXAS, SAVINGS AND LOAN COMPANY SUBDIVISION, CONSISTING OF 7.5973 ACRES BEING OUT OF AND A PART OF LOTS 7A AND 7B, THIS PROPERTY IS LOCATED IMMEDIATELY WEST OF THE REPSDORPH TRAFFIC CIRCLE AND ISADJACENT TO THE SEABROOK CITY LIMITS, 6.6960 ACRES BEING OUT OF AND A PART OF LOT 8, THIS PROPERTY IS LOCATED IMMEDIATELY EAST OF THE REPSDORPH TRAFFIC CIRCLE, AND NORTH OF REPSDORPH ROAD, AND A 6.0081 ACRES BEING OUT OF AND A PART OF LOTS 7A-1, 7B-1 AND 8B, THIS PROPERTY IS LOCATED IMMEDIATELY SOUTH OF THE REPSDORPH TRAFFIC CIRCLE, AND NORTH OF VERMILLION ROAD, FROM C-1 (COMMERCIAL LIGHT) TO C-2 (COMMERCIAL MEDIUM) DISTRICT; REQUIRING THAT THE ZONING MAP BE AMENDED TO REFLECT THIS AMENDMENT; MAKING SPECIFIC FINDINGS RELATING TO REZONING OF SUCH TRACT; PROVIDING A PENALTY IN AN AMOUNT OF NOT MORE THAN \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

Mr. Weathered pointed out there was an extra "L.P." on line 30 of the ordinance which should be deleted.

Motion was made by Councilor Kolupski and seconded by Councilor Botkin

To approve Ordinance No. 2014-16 on second and final reading with the reading of the caption serving as reading of the ordinance.

AYES: Royal, Botkin, Giangrosso, Johnson, Llorente.

NAYS: Kolupski.

MOTION CARRIED BY MAJORITY VOTE OF THOSE PRESENT AND VOTING.

6.3 Consider/discuss Developer Agreement between Pacific Ridge Development Company, L.L.C. and the City of Seabrook for certain performance standards and an incentive to waive all fees for the building permit(s) for the initial development of the project in an amount not to exceed \$20,000. (Cook)

Motion was made by Councilor Llorente and seconded by Councilor Botkin

To discuss this item.

Councilor Kolupski stated that this agreement does protect the city on what can be developed.

Councilor Giangrosso added that this will hold the city accountable.

Mayor Royal stated that the agreement represents a good effort by the city and developer to work together and to assure that citizens are heard.

Motion was made by Councilor Llorente and seconded by Councilor Johnson

To approve the agreement between the city and Pacific Ridge.

MOTION CARRIED BY UNANIMOUS CONSENT OF THOSE PRESENT AND VOTING.

6.4 Consider/discuss Developer Agreement between Starship Dixie Farm, LP and the City of Seabrook for certain performance standards and an incentive to waive all fees for the building permit(s) for the initial development of the project in an amount not to exceed \$20,000.

Mr. Weathered asked to address council in Executive Session concerning Items 5.4 and 6.4

7.0 ROUTINE BUSINESS

Councilor Miller returned to the table.

7.1 Consider approval of the Action Items Checklist which is attached and made a part of this agenda. (Council)

Councilor Johnson asked to strike Item 25 from the list.

Motion was made by Councilor Giangrosso and seconded by Councilor Llorente

To approve the Action Items Checklist.

MOTION CARRIED BY UNANIMOUS CONSENT.

EXECUTIVE SESSION

At 8:32 p.m., Mayor Royal announced that the City Council would now hold a closed executive meeting pursuant to the provisions of the Open Meetings Act, Chapter 551, Government Code and Vernon's Texas Code Annotated, in accordance with the authority contained in Section 551.071, Consultation with Attorney.

Councilor Miller recused himself from any discussion regarding Item 6.4.

OPEN MEETING

Mayor Royal reconvened the meeting at 8:59 p.m. and announced that Items 5.4 and 6.4 were discussed in executive session, but no action was taken.

Councilor Miller recused himself and left the table.

6.4 Consider/discuss Developer Agreement between Starship Dixie Farm, LP and the City of Seabrook for certain performance standards and an incentive to waive all fees for the building permit(s) for the initial development of the project in an amount not to exceed \$20,000.

Motion was made by Councilor Kolupski and seconded by Councilor Botkin

To approve the agreement between the city and Starship Dixie Farm.

MOTION CARRIED BY UNANIMOUS CONSENT BY THOSE PRESENT AND VOTING.

Councilor Miller returned to the table.

5.4 Discussion, consideration and possible action concerning calling a bond election for new Public Works and Animal Control and Adoption Facility, Park Projects, Fire Truck, Water, and Wastewater and Drainage Projects. (Cook)

Motion was made by Councilor Llorente and seconded by Councilor Giangrosso

To discuss and direct staff to take further action with bond counsel in order to call for a bond election in November.

Ms. Cook distributed information to council regarding the proposed projects and the fiscal impact. She pointed out the projects that are most critical which include a fiber optic network, a new public works facility, a splash pad for the park and replacement of fire engine 107. She stated that the tax impact is an estimate so they will be slightly different finalized. City staff would like to move forward with bond counsel and at the next regular meeting in August call for an election. She added that since the first day to call for an election is August 6, she proposed moving the first meeting in August from the 5th to the 6th.

MOTION CARRIED BY UNANIMOUS CONSENT.

The mayor continued with Routine Business.

7.2 Establish future meeting dates and agenda items. (Council)

After discussion Council members determined the future meetings will be scheduled as follows:

- Budget Workshop - Tuesday, July 22 at 6:00 p.m.
- Town Meeting – Thursday, July 24 at 7:00 p.m.
- City Council meeting – Wednesday, August 6 at 7:00 p.m.

Upon motion the meeting was adjourned at 9:07 p.m.

Glenn Royal, Mayor

Meredith Brant, TRMC
Assistant City Secretary

Seabrook City Council Budget Workshop

Minutes of July 22 2014

Page 1

The City Council of the City of Seabrook met in a Budget Workshop on Tuesday, July 22, 2014 at 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

GLENN R. ROYAL	MAYOR
ROBERT LLORENTE	COUNCIL PLACE NO. 1
MIKE GIANGROSSO	COUNCIL PLACE NO. 2
GARY JOHNSON	MAYOR PRO TEM & COUNCIL PLACE NO. 3
MELISSA BOTKIN	COUNCIL PLACE NO. 4
THOM KOLUPSKI	COUNCIL PLACE NO. 5
O.J. MILLER	COUNCIL PLACE NO. 6
GAYLE COOK	CITY MANAGER
SEAN LANDIS	ASSISTANT CITY MANAGER
MEREDITH BRANT	ASSISTANT CITY SECRETARY

DEPARTMENT HEADS PRESENT WERE:

PAM LAB	FINANCE DIRECTOR
MIKE GIBBS	ACCOUNTANT
SEAN WRIGHT	CHIEF OF POLICE
ARTHUR CHAIREZ	PUBLIC WORKS DIRECTOR
LEAANN DEARMAN	COMMUNICATIONS DIRECTOR
JESSICA ANCIRA	COURT ADMINISTRATOR
JOYCE BICE	HR DIRECTOR
KEVIN PADGETT	ASST PUBLIC WORKS DIRECTOR
JEFF GALYEAN	EMERGENCY MANAGEMENT COORD
RAY COOK	FIRE CHIEF

Mayor Royal called the meeting to order at 7:00 p.m.

1.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

There were none.

2.0 BUDGET WORK SESSION

2.1 CONDUCT A BUDGET WORK SESSION TO REVIEW THE PROPOSED City of Seabrook budget for FY 2014/15 and schedule future work sessions if applicable. (Cook)

City Manager Gayle Cook stated that the budget is balanced with a surplus. She explained that staff remained conservative and many departments stayed much the same as last year's budget, making only necessary increases. She stated that department directors are available to answer any questions.

Seabrook City Council Budget Workshop
Minutes of July 22 2014
Page 2

46 Ms. Cook gave an overview of General Fund Expenditures by department.
47
48

49 Decision packages for each department were reviewed and considered as listed
50 below:

- 51 • 1 Tahoe & equipment – 200 Public Safety
- 52 • Truck & cage – 210 Animal Control
- 53 • 2 – 52" mowers – 400 Parks

54
55 Decision packages for the Enterprise Fund included:

- 56 • ½ ton pick-up truck & hydraulic for Case – 902 Water
- 57 • ½ ton pick-up truck & GPS data device – 912 Sewer

58
59 There was one decision package for Crime District:

- 60 • 2 admin cars – 501 Crime District.

61
62 All decision packages plus a COLA 2% increase on both the General Fund and
63 Enterprise Fund personnel salary pay structures were approved by council
64 consensus.

65
66 Ms. Cook gave an overview of all special funds and debt service without any
67 changes being made.

68
69 Upon motion the meeting was adjourned at 9:32 p.m.
70
71
72

73
74 _____
75 Glenn Royal, Mayor

76
77
78 _____
79 Meredith Brant, TRMC
80 Assistant City Secretary
81

Special Town Meeting
SH 146 TXDOT Expansion
July 24, 2014
Page 1

The City of Seabrook in cooperation with the Texas Department of Transportation conducted an informational meeting on expansion plans for SH 146 on Thursday, July 24, 2014 at 7:00 p.m. at the Robinson Elementary School cafetorium, 451 Kirby Road, Seabrook, Texas.

THOSE PRESENT FROM THE CITY OF SEABROOK INCLUDED:

GLENN ROYAL	MAYOR
GARY JOHNSON	MAYOR PRO TEM
ROBERT LLORENTE	COUNCILOR NO. 1
MIKE GIANGROSSO	COUNCILOR NO. 2
GAYLE COOK	CITY MANAGER
SEAN LANDIS	ASSISTANT CITY MANAGER
PAUL CHAVEZ	ECONOMIC DEVELOPMENT DIRECTOR
LEAANN DEARMAN	COMMUNICATIONS DIRECTOR
ERIK LLANOS	TECHNICAL SUPPORT
MEREDITH BRANT	ASSISTANT CITY SECRETARY

THOSE PRESENT FROM TXDOT INCLUDED:

RAQUELLE LEWIS	MGR. OF COMMUNICATIONS/PUBLIC INFORMATION
DAVID BRYANT	ACQUISITION AND RELOCATION SUPERVISOR
BEN BISHOP	SUPERVISING DESIGN ENGINEER
RUDY AGUIA	RIGHT-OF-WAY ACQUISITION
BILL BRUDNICK	HOUSTON DIRECTOR FOR DESIGN
PATRICK GANT	TRANSPORTATION ENGINEER AND PROJECT DEVELOPMENT

Mayor Royal introduced members of the city staff and gave a brief history of the City's interaction with TXDot and the expansion project. He added that the meeting was for informational purposes only as the design for the project was complete.

Raquelle Lewis introduced the TXDoT staff members who were present.

Mr. Gant told of the project's history which began in 1999 and the steps taken to arrive at this moment which included a feasibility study, issues involved with the mixed traffic, the 2012 public hearing and a proposed schematic which was lacking accessibility. Now there is a new plan which has addressed the issue of accessibility and construction is projected to begin in 2017, although it could be as early as Fall 2016.

Mr. Aguia explained the process for purchasing right-of-way.

Mr. Bryant stated that the project hinges on successful negotiations with Union Pacific. Unlike other properties, railroad right-of-way cannot be condemned. He gave the steps involved in the process, as follows:

- Mapping
- Appraisals
- Acquisition process
- Relocation process
- Condemnation (when acquisition is not an option)
- Property Management
- Utility process

Note: The attached document is the TxDOT presentation.

A video with a 3-D diagram of the project was shown to the audience. It showed an overhead view of the freeway, access roads, and existing roads.

After a brief question and answer period, Mayor Royal invited the audience to view the approved drawings placed around the room.

There were an estimated 200 plus attendees.

The formal meeting concluded at 8:10 p.m.

Approved on August 6, 2014.

Glenn Royal, Mayor

Meredith Brant, TRMC
Assistant City Secretary



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: 08/06/14

Submitter/Requestor: Arthur Chairez

Date Submitted: 07/23/14

Presenter: Arthur Chairez

Description/Subject: Debris Monitoring Services

Purpose/Need: Leidos, Inc. is a full service disaster planning, response and recovery firm with the ability to provide the City of Seabrook with debris monitoring assistance in the event of a disaster such as a hurricane. The primary goal of the monitoring firm is to monitor the debris hauler and to ensure that all activities are eligible for FEMA reimbursement. FEMA encourages local governments to establish a pre-event contract for debris monitoring.

Background/Issue: Leidos, Inc. formally Beck Disaster Recovery Services contract was activated following Hurricane Ike's devastation in our area on September 13, 2008. Their timely response ensured a quick start on the debris removal operations which was a great service to our citizens.

Impacted Parties: Council, Citizens, Public Works, Omni Pinnacle

Miscellaneous Comments: The contract with Leidos in which the city would enter into has been procured using the H-GAC Cooperative Purchasing Program. The H-GAC program satisfies the FEMA guidelines for a "competitively bid" contract. A debris monitoring firm is only needed if your Debris Management Services Contract is activated.

Recommended Action: Approve contract agreement with Leidos, Inc.

Attachments: Seabrook Agreement, H-GAC RFP, H-GAC Contract, Exhibit A & B, Form W 9, Insurance

Fiscal Impact:	Budgeted	☐ Yes	☒ No	Finance Officer Review: _____
	Budget Amendment Required	☐ Yes	☒ No	
	Future/Ongoing Impact	☐ Yes	☐ No	
	Budget Dept/Line Item Number	_____		
Approximate Total Amount of Expenditure <u>No expense unless contract is activated</u>				

Where on the agenda should this item be placed: Bid Awards

Suggested Motion: Approve pre-positioned debris monitoring services contract agreement with Leidos, Inc.

Agenda Briefing Form
Page 2

Approvals:

Initials

Date

Approved by City Manager (If applicable) _____

(All items are to be reviewed and approved by the city manager, except items submitted by the mayor or any council member or routine consent agenda items such as minutes and second & third readings of ordinances.)

Sent to City Attorney for review _____

(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

Received and accepted by the City Secretary/Assistant _____

Returned by the City Secretary/Assistant (If incomplete) _____

All requests must be submitted to the City Secretary's Office no later than 5:00 p.m. on the Wednesday preceding the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

All Hazards Preparedness, Planning, Consulting And Recovery Services

Page 1 of 4

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION
Maitland, Florida

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Science Applications International Corporation** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 2301 Lucien Way, Suite 120, Maitland, Florida 32751.

ARTICLE 1:

SCOPE OF SERVICES

The parties have entered into a **All Hazards Preparedness, Planning, Consulting And Recovery Services Contract** to become effective as of June 1, 2013, and to continue through May 31, 2016 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **All Hazards Preparedness, Planning, Consulting And Recovery Services** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **All Hazards Preparedness, Planning, Consulting And Recovery Services** through the **H-GAC Contract** to **END USERS**.

ARTICLE 2:

THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **HP07-13**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **HP07-13**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3:

LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4:

APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5:

INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6:

END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC Contract**. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC contract**. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

All Hazards Preparedness, Planning, Consulting And Recovery Services

Page 2 of 4

ARTICLE 7:

SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:

EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:

REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:

MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11:

SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:

DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is

All Hazards Preparedness, Planning, Consulting And Recovery Services

Page 4 of 4

placed.

ARTICLE 21:

PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD /IF APPLICABLE/

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

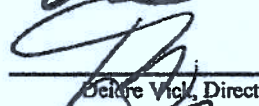
IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:



Debra Vick, Director of Public Services

Date: May 24, 2013

Signed for Science Applications International Corporation
Maitland, Florida:

Printed Name & Title: Betty Kamara, Contracts Administrator

Date: May 22, 2013

Attest for Science Applications International Corporation
Maitland, Florida:

Printed Name & Title: Jonathan Burgiel, Vice President

Date: May 22, 2013

EXHIBIT A

LEIDOS, INC.

Scope of Services

Service Offerings

Leidos, Inc., formerly Science Applications International Corporation, (Leidos) has access to the full range of personnel with key expertise in relevant topic areas described in the Houston-Galveston Area Council (H-GAC) request for proposals (RFP). Our team offers services in all areas of security, disaster preparedness, and emergency response and recovery. This document reviews our services offerings and hourly rates on the following pages.

Emergency Management Consulting

Unlike many emergency management firms that focus on planning, Leidos is a full-service emergency management firm that works in all phases of emergency management.

When a major incident occurs, the impact sends shockwaves around the globe. All eyes are on the incident and the level of scrutiny is overwhelming. As an experienced leader in the emergency management industry, Leidos knows what it takes to respond effectively and to initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.

We are better planners because of our active involvement in response and recovery efforts. We develop realistic plans that can be effectively implemented during a response.

Leidos works with organizations across the country in jurisdictions that face a variety of threats and hazards, from dense urban areas susceptible to security threats, to coastal communities prone to hurricanes. For that reason, Leidos maintains a multidisciplinary staff with backgrounds and experience in emergency management, hazardous materials (hazmat) response and recovery, public health and healthcare planning, transportation and evacuation, all-hazards mitigation, disaster resiliency and readiness planning, and response and recovery, among other fields. In fact, collectively, Leidos has subject matter expertise in 36 areas. The breadth and depth of our expertise distinguishes Leidos from other firms and allows us to provide the full range of planning and program execution services.

Table D-1. Emergency Management Consulting Services

Service Offering	Description
Hazard Mitigation Planning	Hazard mitigation planning is the effort used to establish mitigation goals and objectives, and to identify projects that enable the jurisdiction to prepare for and reduce the impacts of a disaster.
Emergency Operations Planning	Emergency operations planning is the effort consisting of a basic plan, emergency support functions (ESFs), and incident-specific appendixes that address direction and control, communications, public warning, emergency public information, evacuation, mass care, health and medical, resource management, etc. The goal is to ensure that appropriate plans are in place to identify, prepare for, and reduce the risk of natural, technological, and human-caused disasters, including terrorism.
Continuity of Operations (COOP) Planning	COOP planning is the effort to ensure that the capability exists to continue an organization's mission essential functions across a wide range of emergencies. A COOP plan is designed to plan for denial of access to a facility, denial of service due to equipment or systems failure, and denial of service due to a reduced workforce.

Service Offering	Description
Continuity of Government (COG) Planning	COG planning is the effort to ensure continued leadership, authorities, direction and control, and preservation of records to maintain a viable system of government.
Emergency Support Function (ESF) Planning	ESF planning is the effort used to assign roles and responsibilities of supporting agencies. ESFs provide a structure for managing response efforts that involve multiple agencies at the local, state, and/or regional level.
Departmental Emergency Response Planning	Many departments within an organization have primary or secondary support roles under the ESFs. Departmental emergency response planning is the effort used to develop standard operating guides and/or standard operating procedures for departments with primary or support responsibilities.
Evacuation Planning	Evacuation planning is the effort to provide the following: • Clear agency roles/responsibilities for small- and large-scale and point source evacuation scenarios • Effective situational awareness communication protocols to determine evacuation areas and evacuation participation rates • Development of consistent and effective warning order evacuation/shelter-in-place terminology designed to motivate citizens and tourists to evacuate with a sense of urgency and along advocated routes or to shelter in place if they are outside the impact zone • Tailored time-phased protective action measures (such as staging and mutual aid activation) to ensure that populations at risk can be effectively and efficiently moved out of harm's way and sheltered as needed • Identification of vulnerable special needs populations, transportation-dependent communities, large animal and pet considerations, additional behavioral assumptions, critical traffic control points, and available intelligent traffic monitoring systems • Easily defined evacuation zones coupled with a public awareness strategy • Zonal evacuation clearance times and/or shelter-in-place guidance designed for a range of possible point source, no-notice, and terrorist phased approach
Regional Catastrophic Planning	Regional catastrophic planning is the effort designed to promote regional coordination and communications between multiple jurisdictions to help them prepare and respond to an incident effectively as a region, and to initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.
Mass Care/Surge Capacity Planning	Using a worst-case scenario, mass care/surge capacity planning identifies a jurisdiction's strategy and current capabilities for mass evacuation and sheltering. The evacuation strategy is designed to take a phased approach, emphasizing special needs groups in hospitals and nursing homes and residents without access to transportation.
Metropolitan Medical Response System (MMRS) Planning	MMRS planning is the effort designed to support the local jurisdiction in enhancing and maintaining its all-hazards response capabilities to mass casualty incidents. MMRS planning is intended for use during the early hours critical to life-saving and population protection during terrorist acts using weapons of mass destruction; chemical, biological, nuclear, radiological, and/or explosive (CBRNE) weapons; large-scale hazmat incidents; epidemic disease outbreaks; and/or natural disasters.
Volunteer Management Planning	Working closely with a lead volunteer agency, volunteer management planning is the effort used to document the volunteer programs, training strategies, and available resources already defined under the CERT through its Citizen Corps.
Family Assistance Center (FAC) and Reunification Planning	FAC and reunification planning is the effort to support displaced families in locating and reuniting with their loved ones following a crisis. It also serves to prevent confusion and disorder by ensuring the delivery of a single, concise message to the community and the media.

Service Offering	Description
Emergency Management Accreditation Program (EMAP) Accreditation Support	EMAP accreditation support involves assessing a jurisdiction's emergency management program against the 64 EMAP standards to identify potential gaps and deficiencies. This allows the jurisdiction to remedy gaps in preparation for an assessment by an EMAP accreditation team.
Strategic Planning	Strategic planning is the effort designed to set the course and direction of a jurisdiction or agency. It defines the vision, mission, and long-term goals, objectives, and milestones of the jurisdiction.
Debris Management Planning	Debris management planning is the effort to provide the jurisdictional structure, guidance, and standardized procedures for the clearance, removal, and disposal of debris caused by a major debris-generating event in the most cost-effective and efficient manner.
Information Technology Disaster Recovery (ITDR) Planning	ITDR planning involves a systematic inventory and prioritization of communications systems, including telephones, voicemail, facsimile, data lines, network access, Internet access, wireless communications and PDAs, and application software and hardware.
Crisis Communication/Public Information Planning	Crisis communication/public information planning is the effort for media relations, through the establishment of the joint information center, to develop templates for public information and to create a public information guide.
Hazmat Commodity Flow Studies and Local Emergency Planning Committee (LEPC)	Hazmat commodity flow studies and LEPC involves a risk assessment of the types and amounts of hazardous materials being transported in and through a jurisdiction via highway and rail corridors and fixed facilities located within a jurisdiction.
Crisis Planning for Higher Education	Crisis planning for colleges and universities is the effort to assess risk, set priorities, and develop an actionable plan that can be readily executed in the event of an emergency in order to protect a school's students, faculty, facilities, and research, which form the backbone of the institution.
Training, Testing, and Exercise Planning	Training, testing, and exercise planning involves a systematic approach to train, test, and exercise a jurisdiction's emergency management program and response capabilities in a non-threatening environment, and to identify the work that needs to be done to comply with Federal Emergency Management Agency (FEMA), Homeland Security Exercise and Evaluation Program (HSEEP), and other regulatory guidelines.
Planning and Management	Integrated Planning and Management System (IPMS) incorporates functions for baseline, scheduling, risk management, cost estimating, funds and financial management, performance analysis and monthly reports, and what-if analyses. An agency's business processes determine the way data is managed and define methods for establishing budget, cost, schedule, and technical baselines. IPMS was designed to support customized business processes to measure performance, control changes, and report on status through a series of functional software modules linked to a central data repository (CDR).
Internet/Computer-Based Training (IBT/CBT)	As part of a full-service solution, Leidos has prepared stand-alone computer-based training for individual customers' needs and Internet-based training to meet the needs of on demand and geographically diverse training requirements.
Asset Management	Leidos' asset management solutions help leaders integrate planning, scheduling, and tracking of maintenance requirements, enterprise resource planning, supply chain management, inventory management, procurement, Radio Frequency Identification (RFID)/Unique Identification (UID) execution, reference management, and training management. Our customized solutions integrate external financial and resource management systems.
Operations Center Services	Leidos has extensive operations center services in local and federal organizations. These services include 24/7/365 support, C4I and situational awareness, custom emergency management system, and classified environments.

Service Offering	Description
Shared/Integrated Digital Environments (SDEs/IDEs)	Leidos has developed a range of customizable SDEs/IDEs to provide portals to our project/program teams that are web-accessible and managed to provide authorized users access to all relevant materials/data in a user-friendly environment. In addition to being a knowledge base of programmatic information, these tools often provide configuration data, task order management, action tracking, user forums, deliverable tracking, financial management, asset information, etc., in support of the program requirements.

Debris Program Management Consulting Services

Leidos' experience in disaster field monitoring and management services dates back to 1989, when we assisted clients in the Caribbean and South Carolina with recovering from Hurricane Hugo. In the 24 years since, Leidos has helped over 200 clients recover from the damaging effects of hurricanes, tropical storms, floods, and ice storms across the country. Leidos has successfully managed all phases of debris removal and associated reimbursement efforts, including the removal of and reimbursement for over 67 million cubic yards of debris, as well as the demolition of uninhabitable residential structures. We have helped local governments obtain over \$3 billion in reimbursement funds.

Table D-2. Debris Program Management Consulting Services

Service Offering	Description
Comprehensive Program Management	Comprehensive program management involves providing the resources, personnel, and experience to manage all aspects of a disaster recovery project, including pre-event planning, and post-event reconstruction and reimbursement services.
Disaster Debris Removal Procurement and Negotiations	Disaster debris removal procurement and negotiations involves helping communities to develop the procurement process and contract documents to retain debris and construction contractors, and to negotiate terms and conditions to put enforceable agreements in place.
Collection Monitoring	Collection monitoring involves overseeing the debris collection process, including truck certification, route development, ticket preparation and documentation for FEMA-reimbursable loads.
Disposal Monitoring	Disposal monitoring involves overseeing debris disposal operations, including providing the volumetric measurement of incoming loads, authorizing tickets, and completing the documentation required for FEMA-reimbursable loads.
Hazardous Waste Collection, Disposal, and Monitoring	Hazardous waste collection, disposal, and monitoring involves designing hazardous waste removal programs that efficiently address specific emergencies, including animal carcass removal, asbestos-laden building material removal, Freon unit removal, and paint and chemical segregation and removal.
Leaner/Hanger/Stump Removal	Leaner/hanger/stump removal involves surveying, documenting, and monitoring the removal of leaning trees, hanging limbs, and stumps.
Temporary Debris Storage and Reduction Site (TDSRS) Environmental Support	TDSRS environmental support involves obtaining all documentation and assisting in the performance of all required testing by federal, state, and local agencies to support the establishment of TDSRS locations.
Beach Remediation/Restoration	Beach remediation/restoration involves monitoring services associated with sand screening, sand recovery, beach reconstruction, and dredging operations to restore natural beaches.

Service Offering	Description
Right-of-Entry (ROE) Administration	ROE administration involves reviewing ordinances and laws to ensure that the proper steps are taken and documented in removing debris from private property. This includes eligibility reviews, property surveys, monitoring, and providing public information.
Waterway Debris Removal	Waterway debris removal involves monitoring and documenting debris removed from navigable and other inland waterways.
Field Data Collection/Management/Billing/Invoicing	Data collection/management/billing/invoicing involves developing and maintaining databases to document all field operations to ensure proper contractor payment, maximum reimbursement, and proper purchase order management.
Data Management	Our web-enabled data management systems provide cradle-to-grave life cycle data management for a program or specific disaster. Designed to meet all industry standards for relational databases, our systems enable users to easily find the right data in real time.
Customer Information/Citizen Hotline/Community Relations	Customer information/citizen hotline/community relations involves advising the public about important information regarding procedures associated with debris collection and removal, and providing updates about the operational progress being made to restore the community.
Emergency Responder Website Services	Our local information technology (IT) organization supports the full IT life cycle and content management of many FEMA emergency responder websites, including the Responder Knowledge Base (RKB), System Assessment and Validation for Emergency Responders (SAVER), and the Lessons Learned Information Sharing (LLIS).
Data Collection	Leidos has a proven track record in data acquisition from systems and sensors and the ability to present this data in a well defined manner through a host of application types and architectures. Once the data is acquired and housed in a relational database, Leidos also provides the analysis and trending capabilities that often accompany the acquisition requirements.

Grant Administration and Management Services

Leidos' Financial Recovery Services (FRS) Practice was established to provide grant funding consultation before and after a disaster. With a keen understanding of Office of Management and Budget (OMB) regulations, the FRS Practice seeks to establish accounting systems and internal controls for its clients to minimize the instance of fraud, waste, abuse, and mismanagement of grant funds. The FRS Practice offers an unprecedented team of experts, with advanced degrees in business, administration, economics, and finance, as well as hands-on experience in the field. Funding sources include the FEMA Public Assistance (PA) Program, Individual Assistance (IA) Program, Hazard Mitigation Grant Program (HMGP); U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG); U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS); and many others. We guide our clients through the complexities of program procedures and requirements, which often are not consistently interpreted by local, state, and federal government agencies.

Table D-3. Grant Administration and Management Services

Service Offering	Description
FEMA Reimbursement Support	FEMA reimbursement support involves administering and managing project applications and programs for disaster reimbursement related to response and recovery efforts.

Service Offering	Description
FEMA Compliance Monitoring and Audit Oversight	FEMA guidance requires that applicants monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. Leidos' grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review.
Individual Assistance (IA) Services	Administering an IA program is burdensome and time consuming. Leidos assists its clients with application intake, case management, grant administration, expenditure monitoring, etc., in order to minimize the burdens associated with IA programs.
Public Assistance (PA) Services	The Public Assistance program is designed to fund costs associated with temporary and permanent work in eligible FEMA categories. Leidos' team of PA consultants assists our clients with documenting and accounting for such costs on project worksheets.
Grant Application Development and Administration (CDBG, HMGP, PA, IA)	Grant application development and administration involves providing grant program specialists to assist with the time-consuming process of gathering data and information required to develop grant applications to various agencies and programs.
Damage Assessment	Damage assessment involves deploying a team of experienced grant administrators to document damage sustained during a disaster in a format that is acceptable for requesting FEMA PA funds.
Eligibility Consultation	Eligibility consultation involves providing grant recipients with an understanding of funding options and preferences for repairs as they relate to various grant program eligibility considerations.
Project Ranking	Project ranking involves providing grant recipient constituents with a prioritized plan of action for reconstruction and mitigation projects to achieve recovery objectives.
Financial Advisory	Financial advisory services involve developing program budgets to provide transparency to grant recipients relating to the local cost share, the financial burden, and obligations for program participation.
Cash Flow Management	Cash flow management involves developing program budgets to allow grant recipients to meet current obligations with minimum reliance upon bridge financing.
Procurement Assistance	Procurement assistance involves providing procurement experts to provide disaster contracting guidance to ensure comprehensive scopes, strict adherence to grant funding requirements, and satisfactory project completion.
Benefit Cost Analysis	Benefit cost analysis involves formalizing a schedule of anticipated project costs to projected future benefits to establish a quantifiable means for understanding project value.
Feasibility and Effectiveness Studies	Feasibility and effectiveness studies involve documenting that projects being considered are financially sound, reasonable to implement, and effective at mitigating future damage.
Site Survey and Legal Description Review	Site survey and legal description review involve providing grant recipients with assurances that private property access is carried out legally without exposing it to unnecessary liability.
Appraisal and Valuation Services	Appraisal and valuation services involve utilizing industry best practices to develop property appraisal and valuation documentation for acquisition programs.
Title Due Diligence	Title due diligence involves ensuring that only the legal property owner is consulted for program acquisition program participation.
Public Outreach Program	The public outreach program provides citizens with an outlet to ask questions, state concerns, and apply for program participation without burdening grant recipient staff and facilities.

Service Offering	Description
Public Meeting Facilitation	Public meeting facilitation involves documenting meeting notices and participation, while garnering program participation.
Homeowner Consultation	Homeowner consultation involves providing a high level of service to citizens without burdening grant recipient staff with after-hours and weekend meetings.
Relocation Assistance	Relocation assistance involves ensuring that acquisition or relocation program participants are satisfactorily relocated without burdening grant recipient staff.
Property Management	Property management involves assisting grant recipients with program management to ensure that properties do not degrade to cause blight during the interim purpose phase.
Negotiations	Negotiations provide a systematic, third-party approach for reaching amicable terms between citizens and the grant recipient.
Closing	Closing involves dedicating consultant resources to ensure a timely and efficient closing process.
Data Management	Data management involves storing grant-related data in a manner that provides efficient recall and review during closeout and auditing.
Document Management	Document management involves organizing documents in an efficient manner for easy access by the grant recipient and project stakeholders.
Contractor Invoice Reconciliation	Contractor invoice reconciliation involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost share.
Regulatory Compliance Monitoring	Regulatory compliance monitoring involves documenting proper regulatory compliance to ensure maximum reimbursement and to avoid fines and site shutdowns, which slow the recovery process.
Project Scoping	Project scoping involves developing scopes of work for grant funding projects, using key terminology, and highlighting awareness of historical precedence, which maximizes grant funding opportunity.
Insurance Adjusting/Subrogation	Insurance adjusting/subrogation involves providing insurance specialists to proactively resolve insurance issues prior to a grant de-obligation.
Eligibility Appeals	Eligibility appeals involve assisting clients with developing strategies and documentation to overturn a de-obligation ruling.
Grant Closeout	Grant closeout involves providing the grant recipient with a closeout package that is organized to satisfy grant closeout and auditing.

Vulnerability/Hazard Identification/Risk Assessment Services

Leidos has a multidisciplinary team of toxicologists, chemists, ecologists, biologists, geologists, modelers, data managers, and environmental scientists that provide environmental risk expertise to the public and private sectors. Many of our scientists have graduate-level degrees and contribute to the scientific community by publishing in peer-reviewed journals and participating in presentations at national conferences of technical and professional organizations.

Table D-4. Vulnerability/Hazard Identification/Risk Assessment Services

Service Offering	Description
Hazardous Identification and Incident Response	Leidos' Security & Infrastructure Protection (S&IP) Division is capable of providing turnkey planning, design, construction interface, and training for infrastructure security enhancement projects. Initiating the security solution is an objective vulnerability assessment (VA) against industry and

Service Offering	Description
	government standards, incorporating threat assessment, facility prioritization, consequence determination, systems effectiveness, risk reduction and mitigation, and limitations.
Ecological Risk Assessments	Leidos has risk assessment staff in offices throughout the nation that provide retrospective and predictive ecological risk assessments (ERAs) for federal, state, and commercial clients in aquatic and terrestrial environments. These ERAs span the range of desktop screening-level evaluations versus baseline ERAs that incorporate site-specific biological data. Key aspects of Leidos' ERAs include use of the latest plant and animal toxicity data, correct use of exposure assumptions, adherence to current guidance, public comprehension and credibility, and significant cost savings. Leidos has completed CERCLA risk assessments and RCRA Tier 2 and 3 risk-based evaluations to support contaminant characterization and cleanup efforts at several military, industrial, and commercial sites. Staff includes chemists, biologists, health physicists, and industrial hygienists. Leidos has conducted risk assessments to evaluate chemical and radiological exposures to humans and to various aquatic and terrestrial species of fauna and flora. Services include statistical analysis, development of conceptual site models, risk calculations, modeling, and derivation of site-specific cleanup objectives for soil, groundwater, air, surface water, and sediment. Leidos has completed 500+ risk assessments, including screening-level and baseline ecological and human health assessments, as well as direct health effects measurement studies of biological receptor populations. We recognize the importance of clearly quantifying risk to select the most appropriate level of investigation and remediation to fully protect potential receptors while minimizing project schedule and cost. We specialize in partnering with the US Army Corps of Engineers (USACE), customer installations, and regulators in developing risk-based approaches to investigations that satisfy the requirements of all stakeholders. We also excel in developing, recommending, and receiving regulatory approval for toxicity levels and cleanup goals for contaminants for which no toxicity reference value exists.
FEMA Compliance Monitoring and Audit Oversight	FEMA guidance requires that applicants monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. Leidos' grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review.
Vulnerability Assessments (VAs)	Leidos' S&IP Division has completed municipal water system VAs that utilize a pair-wise comparison approach to identify critical facilities and critical assets needed to maintain safe drinking water supplies. Leidos' S&IP Division also has implemented security enhancements that reduce the likelihood that a water system could be severely compromised as a result of a malevolent act. The terrorist response scenarios developed during VAs can be incorporated into the emergency contingency plan for incident response using a "rip and run" philosophy for easy use.

Security and Surveillance Services

Through a combination of in-house capabilities and existing network relationships, Leidos' S&IP Division is capable of providing turnkey planning, design, construction interface, and training for infrastructure security enhancement projects. Following a VA, strategic security planning is paramount to ensure local security enhancements are rolled up into regional and geographic enhancements, providing a comprehensive, layered solution. Leidos' S&IP Division, through in-house expertise, may integrate administrative enhancements, physical enhancements, digital security systems, and IT (cyber) enhancements as necessary to mitigate risks. Leidos' S&IP Division maintains subject matter experts to plan and conduct VAs, strategic planning, and follow-on program or project management. Integral to the

security work is the long-standing network of professionals to design physical security enhancements and security specialists to design digital security specialists.

Table D-5. Security and Surveillance Services

Service Offering	Description
Security Assessments	Assess security vulnerabilities and develop requirements for all types of physical security, including ports, airports, transportation, and oil and gas.
Risk Assessments	Similar to security assessments Leidos' S&IP Division has completed risk assessments in several ways. First, as an integral part of a more comprehensive VA. Second, as a risk mitigation measure, evaluating the need for a municipal-wide central alarm station and associated security force. Finally, on a case-by-case basis to address the immediate need of the client. Direct S&IP Division experience includes municipal infrastructure and agricultural security challenges. Generally, Leidos experience includes port, aviation, and transportation security.
Security Design	Leidos' S&IP Division maintains a network of internal design capabilities, including digital security systems, and IT. Leidos design services include the potential for incorporating Department of Defense (DoD) Unified Facilities Criteria (UFC), National Institute of Standards and Technology (NIST) standards, and best management practices.
Vulnerability Assessments (VAs)	Leidos' S&IP Division has completed municipal water system VAs, utilizing pair-wise comparison approaches to identify critical facilities and assets for maintaining safe drinking water source, treatment, and distribution. Leidos' S&IP Division also has integrated security enhancements design with administrative and IT assessments to reduce the likelihood that a water system is compromised due to a malevolent act.
Case Management	Leidos' case management solution is a secure, web-enabled database application to support national service organizations in representing veterans for claims to the VA. Our solution uses role-based security to provide service officers Internet-accessible data entry and collection, and outputs the necessary forms for submission to the VA for obtaining benefits due to our nation's veterans. All information, data, and VA forms are managed under strict Health Insurance Portability and Accountability Act (HIPAA) guidelines and are only available to authorized users for updates as necessary—creating a complete case history—and it is Internet accessible from anywhere.
Security System Design	Provide design services for physical security systems, including conceptual and detailed design. Use various design tools to develop optimized solutions.
Integrated Security Systems	Provide integrated security solutions using COTS hardware and software. Systems include video, access control, CBRNE, radar, sonar, and command and control applications.
Mobile and Portable Security Systems	Provide mobile and transportable surveillance systems on trucks, trailers, or tripods. Sensors include video, radar, infrared sensor, and other with wireless connectivity. Provide quick response and gap filling security.
Security Information Management Systems	Provide integration of COTs physical security information management (PSIM) systems that allow one platform to cover the security enterprise for operator assessment, control, and incident management.

Logistics, Training, and Support Services

The Logistics, Training, and Response Support (LTRS) Division provides multifunctional life cycle logistics support and industry-leading training and response support to government and commercial clients, partners, and internal customers. Our highly skilled teams enhance client capabilities in the areas of acquisition logistics, operational logistics, training programs, and response support.

We have developed and implemented a full suite of customer-focused logistics, training, and CBRNE response support services at the retail and user level. This includes life cycle product development, fielding, operations, and CBRNE incident planning and response.

Table D-6. Logistics

Service Offering	Description
Demand Forecasting	Leidos is working to make fuel shortages a thing of the past by developing new concepts and solutions in "sense and respond" logistics. For the U.S. Army Logistics Transformation Agency, we are implementing sensors on 5,000-gallon fuel tankers and the 10,000-gallon fuel storage "bladders" and integrating those sensors into a prototype "sense and respond" system. Adaptive agents (actually sophisticated software codes) review sensor data, compare it with data from command and control systems and other sources, and decide what supplies should be ordered and when.
Total Asset Visibility	RFID technology can help fulfill the promises of total asset visibility and in-transit visibility. At the Fleet Industrial Supply Center Norfolk, Leidos implemented one of DoD's first fully integrated passive RFID installations. The system provides real-time visibility for the more than 150,000 tagged pieces of material that flow through this ocean terminal annually. As a leading supplier and installer of equipment for the Air Force, we have performed over 100 installations at Air Force bases worldwide. As part of this work, we also perform other depot-level functions, such as upgrading and maintaining these systems.
Just-in-Time Inventory	Leidos provides logistical support for Mine Resistant Ambush Protected (MRAP) vehicle for the Joint Program Office (JPO). We support interoperability testing, orchestrate transportation of the vehicles to theater, and deprocess in theater. We also support the MRAP Joint Logistics Integration (JLI) Program, providing in-theater fielding and sustainment of the entire MRAP fleet of vehicles. The MRAP programs require a strict delivery schedule on a high volume of vehicles while maintaining configuration management across multiple vehicle variants.
Product Development Support	• Supportability strategies • Logistics policy development • Supportability analyses • Technical data development • Logistics demonstration integration • Fielding planning • Total package fielding • Configuration management
Enterprise Operational Support	• Automated logistics tool development • UID • RFID implementation • Warehouse and asset planning/operation • Property accountability • Equipment maintenance • Transportation planning • Knowledge management • Reset, planning, and management
Supply Chain Integration Supply Chain Integration	Leidos provides integrated supply, procurement, and material handling/physical logistics services, including pre-expended bin, kitting, and storefront management for the federal government. We purchase and deliver a wide variety of material, ranging from commercial products (facility maintenance repair and operations goods; defense equipment for hazardous materials, including CBRNE) to weapon system parts (aircraft, tactical/non-tactical/combat vehicles, and ships/submarines). We currently complete approximately one million purchase order line item transactions per year for our customers and are especially adept at locating sources of hard-to-obtain parts.

Interoperability, Situational Awareness, and Command and Control

The availability of real-time data is key to the decision-making process where information collected and transmitted by a wide variety of applications and infrastructure is gathered and presented in a way that can be easily accessed by the people and processes that it can benefit the most. Real-time systems utilize this data, which is collected, transmitted, validated, cleansed, and processed through real-time analysis and visualization techniques to extract information in order to derive maximum business value from a sea of streaming data.

When real-time data is incorporated into the mainstream enterprise, it can provide valuable trending and key performance indicator (KPI) information that can support operational, financial, and other strategic decision-making. Real-time data is critical to many regulatory reporting requirements and processes used in energy, utility, and other industries.

Table D-7. Interoperability, Situational Awareness, and Command and Control

Service Offering	Description
Interoperability (Comms and Data)	- Operational expertise in public safety communications - Assessment, infrastructure system design and implementation of secure voice, VOIP, video and high-speed data and other communication - Coordination across disciplines memorandums of understanding (MOUs) mutual aid agreements (MAAs) and other methods for cross-jurisdictional and interagency interoperability
Situational Awareness	- Incident management for security, surveillance, safety, and emergency services - Subject matter experts and first responder tools to assess in real time emergency and incident awareness - Experience working with agencies to implement technical solutions across the agency to manage emergencies
Wireless Networking (Design and Implementation)	Assessment, infrastructure system design and implementation of secure voice, VOIP, video and high-speed data
Radio Communication (Design and Implementation)	- Operational expertise in public safety communications - Provide assessment, infrastructure system design and implementation of secure LMR systems - Coordination across disciplines MOUs MAAs and other methods for cross-jurisdictional and interagency interoperability
Regional Response (that is, Emergency Control Centers, Fusion Center)	- Leidos provides subject matter experts to set up the organizational structure and communications to establish emergency control centers - Experienced in tactical operations systems, firsthand experience with centers with the National Guard - Leidos provides senior program management with intimate knowledge and experience with command and control equipment, software, and other command center operations

Environmental Services

Leidos is passionate about mitigating global climate change. Customers seek our deep domain expertise in subjects as diverse as environmental, solid waste, water resources and atmospheric sciences, policy analysis, IT, and energy-efficient design-build services.

Table D-8. Environmental Services

Service Offering	Description
Decontamination	- Technical oversight - Characterization and disposal of radioactive residues - Radiation safety program management - Documentation of site conditions - Radiological surveys

Service Offering	Description
	• Internal dose assessment calculations to document the risk and dose to personnel from the contamination
Climate Change Adaptation	• Development of climate action plans and sustainability strategies • General reporting and verification • Comprehensive climate change response • Technical guidelines on transportation emissions, industrial process emissions, and indirect emissions
Restoration and Remediation	• Solutions and services • Environmental site investigations • Risk assessment • Fate and transport modeling • Performance-based remediation • Radiological decontamination and decommissioning • Ecosystem restoration • Geographic information systems (GIS) • Site restoration and remediation • Due diligence assessments • Remedial system design/construction • Remedial process optimization • Construction management • Environmental compliance • Chemical/fuels and waste management • Regulatory support/expert witness services • Liability transfer model • Third-party review – remedial strategies • Geophysical services
Solid Waste Management and Water Resources	• Comprehensive and master planning • Facilities planning • Program design • Procurement and alternative project delivery • Operations and performance enhancement • Rates, financial analyses, and appraisals • Program management and capital project planning

EXHIBIT B
LEIDOS, INC.
Fee for Services

Hourly Rates

To the extent that HGAC or any of its end users request Leidos' assistance, the following positions and hourly rates shall apply. The fees for these services can be provided on a fixed fee or time and materials basis plus reasonable non-labor expenses. Such non-labor expenses shall be invoiced as follows: 1) travel expenses including airfare and car rental shall be invoiced at cost, without mark-up; 2) lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov; 3) meals and incidentals shall be invoiced at the GSA per diem rate; 4) mileage shall be invoiced at the federally published rate; 5) field documents and other equipment/supplies shall be invoiced at cost, without mark-up and 6) other required non-labor expenses as may be applicable to the project and pre-approved by Leidos and the Client shall be invoiced at cost, without mark-up.

Table D-9. Debris Program Management Hourly Rates

Category	Hourly Rate
Field Project Manager	\$75.00
Deputy Field Project Manager/Technical Support	\$65.00
Operations Manager	\$59.00
Health and Safety Officer	\$59.00
Data Manager	\$55.00
Billing/Invoice Manager	\$49.00
GIS Operator	\$49.00
Field Supervisor	\$42.00
Billing/Invoice Analyst	\$39.00
Disposal Site Monitor	\$33.00
Collection Monitor	\$33.00
Citizen Drop-Off Site Monitor	\$33.00
Project Coordinator	\$34.00
Load Ticket Data Entry Clerk	\$32.00
Call Center Staff	\$32.00

Electronic Ticketing Device: As an optional service, Leidos can provide electronic ticketing devices for an additional \$4.00 per hour to specific labor categories to cover the costs associated with using Leidos' automated debris management system (ADMS). The specific labor categories include operations manager, data manager, field supervisor, disposal site monitor, and collection monitor. The use of Leidos' ADMS is at the discretion of the client.

Special costs such as boat rental and marine expenses shall be billed at cost without mark-up.

Table D-10. Homeland Security and Emergency Management Consulting/Planning Hourly Rates

Category	Hourly Rate
Administrative Specialist I	\$44.00
Administrative Specialist II	\$48.00
Research Assistant	\$51.00
Proposal Coordinator	\$53.00
Comm. Technician	\$57.00
Help Desk Operator	\$62.00
Administrative Specialist III	\$64.00
Research Assistant II	\$66.00
Service Center/Logistics Specialist	\$68.00
Analytical Aide	\$75.00
Planning Aide	\$80.00
Project Control Specialist	\$83.00
Oracle Database Administrator	\$85.00
Consulting Aide	\$90.00
Assistant Planner/ Scientist/Assessor/Analyst	\$95.00
Program Planner/ Scientist/Assessor/Analyst	\$100.00
System Administrator	\$105.00
Law Enforcement Subject Matter Expert/Trainer	\$110.00
Consultant/Planner/ Scientist/Assessor/Analyst I	\$115.00
Fire/HAZMAT Subject Matter Expert/Trainer	\$122.00
Project Manager/Consultant/Planner/ Scientist/Assessor/Analyst II	\$125.00
Public Assistance/Grant Management Consultant	\$125.00
Project Manager/Consultant/Planner/ Scientist/Assessor/ Analyst III	\$135.00
Senior Oracle DBA	\$138.00
Senior Planner/ Assessor/Scientist/Analyst	\$145.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst	\$150.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst	\$158.00
Senior Public Assistance/Grant Management Consultant	\$145.00
Project/Program Manager/Supervising Public Assistance Consultant	\$175.00
Senior Program Manager	\$192.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	\$210.00
Principal in Charge/Executive Consultant/Planner/ Scientist/ Assessor	\$225.00
Subject Matter Expert	\$244.00
Senior FEMA Appeals Specialist (eg. Ernie Abbott)	\$350.00

EXHIBIT A

LEIDOS, INC.

Scope of Services

Service Offerings

Leidos, Inc., formerly Science Applications International Corporation (LEIDOS) has access to the full range of personnel with key expertise in relevant topic areas described in the Houston-Galveston Area Council (H-GAC) request for proposals (RFP). Our team offers services in all areas of security, disaster preparedness, and emergency response and recovery. This document reviews our services offerings and hourly rates on the following pages.

Emergency Management Consulting

Unlike many emergency management firms that focus on planning, LEIDOS is a full-service emergency management firm that works in all phases of emergency management.

When a major incident occurs, the impact sends shockwaves around the globe. All eyes are on the incident and the level of scrutiny is overwhelming. As an experienced leader in the emergency management industry, LEIDOS knows what it takes to respond effectively and to initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.

We are better planners because of our active involvement in response and recovery efforts. We develop realistic plans that can be effectively implemented during a response.

LEIDOS works with organizations across the country in jurisdictions that face a variety of threats and hazards, from dense urban areas susceptible to security threats, to coastal communities prone to hurricanes. For that reason, LEIDOS maintains a multidisciplinary staff with backgrounds and experience in emergency management, hazardous materials (hazmat) response and recovery, public health and healthcare planning, transportation and evacuation, all-hazards mitigation, disaster resiliency and readiness planning, and response and recovery, among other fields. In fact, collectively, LEIDOS has subject matter expertise in 36 areas. The breadth and depth of our expertise distinguishes LEIDOS from other firms and allows us to provide the full range of planning and program execution services.

Table D-1. Emergency Management Consulting Services

Service Offering	Description
Hazard Mitigation Planning	Hazard mitigation planning is the effort used to establish mitigation goals and objectives, and to identify projects that enable the jurisdiction to prepare for and reduce the impacts of a disaster.
Emergency Operations Planning	Emergency operations planning is the effort consisting of a basic plan, emergency support functions (ESFs), and incident-specific appendixes that address direction and control, communications, public warning, emergency public information, evacuation, mass care, health and medical, resource management, etc. The goal is to ensure that appropriate plans are in place to identify, prepare for, and reduce the risk of natural, technological, and human-caused disasters, including terrorism.
Continuity of Operations (COOP) Planning	COOP planning is the effort to ensure that the capability exists to continue an organization's mission essential functions across a wide range of emergencies. A COOP plan is designed to plan for denial of access to a facility, denial of service due to equipment or systems failure, and denial of service due to a reduced workforce.

Service Offering	Description
Continuity of Government (COG) Planning	COG planning is the effort to ensure continued leadership, authorities, direction and control, and preservation of records to maintain a viable system of government.
Emergency Support Function (ESF) Planning	ESF planning is the effort used to assign roles and responsibilities of supporting agencies. ESFs provide a structure for managing response efforts that involve multiple agencies at the local, state, and/or regional level.
Departmental Emergency Response Planning	Many departments within an organization have primary or secondary support roles under the ESFs. Departmental emergency response planning is the effort used to develop standard operating guides and/or standard operating procedures for departments with primary or support responsibilities.
Evacuation Planning	Evacuation planning is the effort to provide the following: • Clear agency roles/responsibilities for small- and large-scale and point source evacuation scenarios • Effective situational awareness communication protocols to determine evacuation areas and evacuation participation rates • Development of consistent and effective warning order evacuation/shelter-in-place terminology designed to motivate citizens and tourists to evacuate with a sense of urgency and along advocated routes or to shelter in place if they are outside the impact zone • Tailored time-phased protective action measures (such as staging and mutual aid activation) to ensure that populations at risk can be effectively and efficiently moved out of harm's way and sheltered as needed • Identification of vulnerable special needs populations, transportation-dependent communities, large animal and pet considerations, additional behavioral assumptions, critical traffic control points, and available intelligent traffic monitoring systems • Easily defined evacuation zones coupled with a public awareness strategy • Zonal evacuation clearance times and/or shelter-in-place guidance designed for a range of possible point source, no-notice, and terrorist phased approach
Regional Catastrophic Planning	Regional catastrophic planning is the effort designed to promote regional coordination and communications between multiple jurisdictions to help them prepare and respond to an incident effectively as a region, and to initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.
Mass Care/Surge Capacity Planning	Using a worst-case scenario, mass care/surge capacity planning identifies a jurisdiction's strategy and current capabilities for mass evacuation and sheltering. The evacuation strategy is designed to take a phased approach, emphasizing special needs groups in hospitals and nursing homes and residents without access to transportation.
Metropolitan Medical Response System (MMRS) Planning	MMRS planning is the effort designed to support the local jurisdiction in enhancing and maintaining its all-hazards response capabilities to mass casualty incidents. MMRS planning is intended for use during the early hours critical to life-saving and population protection during terrorist acts using weapons of mass destruction; chemical, biological, nuclear, radiological, and/or explosive (CBRNE) weapons; large-scale hazmat incidents; epidemic disease outbreaks; and/or natural disasters.
Volunteer Management Planning	Working closely with a lead volunteer agency, volunteer management planning is the effort used to document the volunteer programs, training strategies, and available resources already defined under the CERT through its Citizen Corps.
Family Assistance Center (FAC) and Reunification Planning	FAC and reunification planning is the effort to support displaced families in locating and reuniting with their loved ones following a crisis. It also serves to prevent confusion and disorder by ensuring the delivery of a single, concise message to the community and the media.

Service Offering	Description
Emergency Management Accreditation Program (EMAP) Accreditation Support	EMAP accreditation support involves assessing a jurisdiction's emergency management program against the 64 EMAP standards to identify potential gaps and deficiencies. This allows the jurisdiction to remedy gaps in preparation for an assessment by an EMAP accreditation team.
Strategic Planning	Strategic planning is the effort designed to set the course and direction of a jurisdiction or agency. It defines the vision, mission, and long-term goals, objectives, and milestones of the jurisdiction.
Debris Management Planning	Debris management planning is the effort to provide the jurisdictional structure, guidance, and standardized procedures for the clearance, removal, and disposal of debris caused by a major debris-generating event in the most cost-effective and efficient manner.
Information Technology Disaster Recovery (ITDR) Planning	ITDR planning involves a systematic inventory and prioritization of communications systems, including telephones, voicemail, facsimile, data lines, network access, Internet access, wireless communications and PDAs, and application software and hardware.
Crisis Communication/Public Information Planning	Crisis communication/public information planning is the effort for media relations, through the establishment of the joint information center, to develop templates for public information and to create a public information guide.
Hazmat Commodity Flow Studies and Local Emergency Planning Committee (LEPC)	Hazmat commodity flow studies and LEPC involves a risk assessment of the types and amounts of hazardous materials being transported in and through a jurisdiction via highway and rail corridors and fixed facilities located within a jurisdiction.
Crisis Planning for Higher Education	Crisis planning for colleges and universities is the effort to assess risk, set priorities, and develop an actionable plan that can be readily executed in the event of an emergency in order to protect a school's students, faculty, facilities, and research, which form the backbone of the institution.
Training, Testing, and Exercise Planning	Training, testing, and exercise planning involves a systematic approach to train, test, and exercise a jurisdiction's emergency management program and response capabilities in a non-threatening environment, and to identify the work that needs to be done to comply with Federal Emergency Management Agency (FEMA), Homeland Security Exercise and Evaluation Program (HSEEP), and other regulatory guidelines.
Planning and Management	Integrated Planning and Management System (IPMS) incorporates functions for baseline, scheduling, risk management, cost estimating, funds and financial management, performance analysis and monthly reports, and what-if analyses. An agency's business processes determine the way data is managed and define methods for establishing budget, cost, schedule, and technical baselines. IPMS was designed to support customized business processes to measure performance, control changes, and report on status through a series of functional software modules linked to a central data repository (CDR).
Internet/Computer-Based Training (IBT/CBT)	As part of a full-service solution, LEIDOS has prepared stand-alone computer-based training for individual customers' needs and Internet-based training to meet the needs of on demand and geographically diverse training requirements.
Asset Management	LEIDOS' asset management solutions help leaders integrate planning, scheduling, and tracking of maintenance requirements, enterprise resource planning, supply chain management, inventory management, procurement, Radio Frequency Identification (RFID)/Unique Identification (UID) execution, reference management, and training management. Our customized solutions integrate external financial and resource management systems.
Operations Center Services	LEIDOS has extensive operations center services in local and federal organizations. These services include 24/7/365 support, C4I and situational awareness, custom emergency management system, and classified environments.

Service Offering	Description
Shared/Integrated Digital Environments (SDEs/IDEs)	LEIDOS has developed a range of customizable SDEs/IDEs to provide portals to our project/program teams that are web-accessible and managed to provide authorized users access to all relevant materials/data in a user-friendly environment. In addition to being a knowledge base of programmatic information, these tools often provide configuration data, task order management, action tracking, user forums, deliverable tracking, financial management, asset information, etc., in support of the program requirements.

Debris Program Management Consulting Services

LEIDOS' experience in disaster field monitoring and management services dates back to 1989, when we assisted clients in the Caribbean and South Carolina with recovering from Hurricane Hugo. In the 24 years since, LEIDOS has helped over 200 clients recover from the damaging effects of hurricanes, tropical storms, floods, and ice storms across the country. LEIDOS has successfully managed all phases of debris removal and associated reimbursement efforts, including the removal of and reimbursement for over 67 million cubic yards of debris, as well as the demolition of uninhabitable residential structures. We have helped local governments obtain over \$3 billion in reimbursement funds.

Table D-2. Debris Program Management Consulting Services

Service Offering	Description
Comprehensive Program Management	Comprehensive program management involves providing the resources, personnel, and experience to manage all aspects of a disaster recovery project, including pre-event planning, and post-event reconstruction and reimbursement services.
Disaster Debris Removal Procurement and Negotiations	Disaster debris removal procurement and negotiations involves helping communities to develop the procurement process and contract documents to retain debris and construction contractors, and to negotiate terms and conditions to put enforceable agreements in place.
Collection Monitoring	Collection monitoring involves overseeing the debris collection process, including truck certification, route development, ticket preparation and documentation for FEMA-reimbursable loads.
Disposal Monitoring	Disposal monitoring involves overseeing debris disposal operations, including providing the volumetric measurement of incoming loads, authorizing tickets, and completing the documentation required for FEMA-reimbursable loads.
Hazardous Waste Collection, Disposal, and Monitoring	Hazardous waste collection, disposal, and monitoring involves designing hazardous waste removal programs that efficiently address specific emergencies, including animal carcass removal, asbestos-laden building material removal, Freon unit removal, and paint and chemical segregation and removal.
Leaner/Hanger/Stump Removal	Leaner/hanger/stump removal involves surveying, documenting, and monitoring the removal of leaning trees, hanging limbs, and stumps.
Temporary Debris Storage and Reduction Site (TDSRS) Environmental Support	TDSRS environmental support involves obtaining all documentation and assisting in the performance of all required testing by federal, state, and local agencies to support the establishment of TDSRS locations.
Beach Remediation/Restoration	Beach remediation/restoration involves monitoring services associated with sand screening, sand recovery, beach reconstruction, and dredging operations to restore natural beaches.

Service Offering	Description
Right-of-Entry (ROE) Administration	ROE administration involves reviewing ordinances and laws to ensure that the proper steps are taken and documented in removing debris from private property. This includes eligibility reviews, property surveys, monitoring, and providing public information.
Waterway Debris Removal	Waterway debris removal involves monitoring and documenting debris removed from navigable and other inland waterways.
Field Data Collection/ Management/Billing/Invoicing	Data collection/management/billing/invoicing involves developing and maintaining databases to document all field operations to ensure proper contractor payment, maximum reimbursement, and proper purchase order management.
Data Management	Our web-enabled data management systems provide cradle-to-grave life cycle data management for a program or specific disaster. Designed to meet all industry standards for relational databases, our systems enable users to easily find the right data in real time.
Customer Information/Citizen Hotline/Community Relations	Customer information/citizen hotline/community relations involves advising the public about important information regarding procedures associated with debris collection and removal, and providing updates about the operational progress being made to restore the community.
Emergency Responder Website Services	Our local information technology (IT) organization supports the full IT life cycle and content management of many FEMA emergency responder websites, including the Responder Knowledge Base (RKB), System Assessment and Validation for Emergency Responders (SAVER), and the Lessons Learned Information Sharing (LLIS).
Data Collection	LEIDOS has a proven track record in data acquisition from systems and sensors and the ability to present this data in a well defined manner through a host of application types and architectures. Once the data is acquired and housed in a relational database, LEIDOS also provides the analysis and trending capabilities that often accompany the acquisition requirements.

Grant Administration and Management Services

LEIDOS' Financial Recovery Services (FRS) Practice was established to provide grant funding consultation before and after a disaster. With a keen understanding of Office of Management and Budget (OMB) regulations, the FRS Practice seeks to establish accounting systems and internal controls for its clients to minimize the instance of fraud, waste, abuse, and mismanagement of grant funds. The FRS Practice offers an unprecedented team of experts, with advanced degrees in business, administration, economics, and finance, as well as hands-on experience in the field. Funding sources include the FEMA Public Assistance (PA) Program, Individual Assistance (IA) Program, Hazard Mitigation Grant Program (HMGP); U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG); U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS); and many others. We guide our clients through the complexities of program procedures and requirements, which often are not consistently interpreted by local, state, and federal government agencies.

Table D-3. Grant Administration and Management Services

Service Offering	Description
FEMA Reimbursement Support	FEMA reimbursement support involves administering and managing project applications and programs for disaster reimbursement related to response and recovery efforts.

Service Offering	Description
FEMA Compliance Monitoring and Audit Oversight	FEMA guidance requires that applicants monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. LEIDOS' grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review.
Individual Assistance (IA) Services	Administering an IA program is burdensome and time consuming. LEIDOS assists its clients with application intake, case management, grant administration, expenditure monitoring, etc., in order to minimize the burdens associated with IA programs.
Public Assistance (PA) Services	The Public Assistance program is designed to fund costs associated with temporary and permanent work in eligible FEMA categories. LEIDOS' team of PA consultants assists our clients with documenting and accounting for such costs on project worksheets.
Grant Application Development and Administration (CDBG, HMGP, PA, IA)	Grant application development and administration involves providing grant program specialists to assist with the time-consuming process of gathering data and information required to develop grant applications to various agencies and programs.
Damage Assessment	Damage assessment involves deploying a team of experienced grant administrators to document damage sustained during a disaster in a format that is acceptable for requesting FEMA PA funds.
Eligibility Consultation	Eligibility consultation involves providing grant recipients with an understanding of funding options and preferences for repairs as they relate to various grant program eligibility considerations.
Project Ranking	Project ranking involves providing grant recipient constituents with a prioritized plan of action for reconstruction and mitigation projects to achieve recovery objectives.
Financial Advisory	Financial advisory services involve developing program budgets to provide transparency to grant recipients relating to the local cost share, the financial burden, and obligations for program participation.
Cash Flow Management	Cash flow management involves developing program budgets to allow grant recipients to meet current obligations with minimum reliance upon bridge financing.
Procurement Assistance	Procurement assistance involves providing procurement experts to provide disaster contracting guidance to ensure comprehensive scopes, strict adherence to grant funding requirements, and satisfactory project completion.
Benefit Cost Analysis	Benefit cost analysis involves formalizing a schedule of anticipated project costs to projected future benefits to establish a quantifiable means for understanding project value.
Feasibility and Effectiveness Studies	Feasibility and effectiveness studies involve documenting that projects being considered are financially sound, reasonable to implement, and effective at mitigating future damage.
Site Survey and Legal Description Review	Site survey and legal description review involve providing grant recipients with assurances that private property access is carried out legally without exposing it to unnecessary liability.
Appraisal and Valuation Services	Appraisal and valuation services involve utilizing industry best practices to develop property appraisal and valuation documentation for acquisition programs.
Title Due Diligence	Title due diligence involves ensuring that only the legal property owner is consulted for program acquisition program participation.
Public Outreach Program	The public outreach program provides citizens with an outlet to ask questions, state concerns, and apply for program participation without burdening grant recipient staff and facilities.

Service Offering	Description
Public Meeting Facilitation	Public meeting facilitation involves documenting meeting notices and participation, while garnering program participation.
Homeowner Consultation	Homeowner consultation involves providing a high level of service to citizens without burdening grant recipient staff with after-hours and weekend meetings.
Relocation Assistance	Relocation assistance involves ensuring that acquisition or relocation program participants are satisfactorily relocated without burdening grant recipient staff.
Property Management	Property management involves assisting grant recipients with program management to ensure that properties do not degrade to cause blight during the interim purpose phase.
Negotiations	Negotiations provide a systematic, third-party approach for reaching amicable terms between citizens and the grant recipient.
Closing	Closing involves dedicating consultant resources to ensure a timely and efficient closing process.
Data Management	Data management involves storing grant-related data in a manner that provides efficient recall and review during closeout and auditing.
Document Management	Document management involves organizing documents in an efficient manner for easy access by the grant recipient and project stakeholders.
Contractor Invoice Reconciliation	Contractor invoice reconciliation involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost share.
Regulatory Compliance Monitoring	Regulatory compliance monitoring involves documenting proper regulatory compliance to ensure maximum reimbursement and to avoid fines and site shutdowns, which slow the recovery process.
Project Scoping	Project scoping involves developing scopes of work for grant funding projects, using key terminology, and highlighting awareness of historical precedence, which maximizes grant funding opportunity.
Insurance Adjusting/Subrogation	Insurance adjusting/subrogation involves providing insurance specialists to proactively resolve insurance issues prior to a grant de-obligation.
Eligibility Appeals	Eligibility appeals involve assisting clients with developing strategies and documentation to overturn a de-obligation ruling.
Grant Closeout	Grant closeout involves providing the grant recipient with a closeout package that is organized to satisfy grant closeout and auditing.

Vulnerability/Hazard Identification/Risk Assessment Services

LEIDOS has a multidisciplinary team of toxicologists, chemists, ecologists, biologists, geologists, modelers, data managers, and environmental scientists that provide environmental risk expertise to the public and private sectors. Many of our scientists have graduate-level degrees and contribute to the scientific community by publishing in peer-reviewed journals and participating in presentations at national conferences of technical and professional organizations.

Table D-4. Vulnerability/Hazard Identification/Risk Assessment Services

Service Offering	Description
Hazardous Identification and Incident Response	LEIDOS' Security & Infrastructure Protection (S&IP) Division is capable of providing turnkey planning, design, construction interface, and training for infrastructure security enhancement projects. Initiating the security solution is an objective vulnerability assessment (VA) against industry and

Service Offering	Description
	government standards, incorporating threat assessment, facility prioritization, consequence determination, systems effectiveness, risk reduction and mitigation, and limitations.
Ecological Risk Assessments	LEIDOS has risk assessment staff in offices throughout the nation that provide retrospective and predictive ecological risk assessments (ERAs) for federal, state, and commercial clients in aquatic and terrestrial environments. These ERAs span the range of desktop screening-level evaluations versus baseline ERAs that incorporate site-specific biological data. Key aspects of LEIDOS' ERAs include use of the latest plant and animal toxicity data, correct use of exposure assumptions, adherence to current guidance, public comprehension and credibility, and significant cost savings. LEIDOS has completed CERCLA risk assessments and RCRA Tier 2 and 3 risk-based evaluations to support contaminant characterization and cleanup efforts at several military, industrial, and commercial sites. Staff includes chemists, biologists, health physicists, and industrial hygienists. LEIDOS has conducted risk assessments to evaluate chemical and radiological exposures to humans and to various aquatic and terrestrial species of fauna and flora. Services include statistical analysis, development of conceptual site models, risk calculations, modeling, and derivation of site-specific cleanup objectives for soil, groundwater, air, surface water, and sediment. LEIDOS has completed 500+ risk assessments, including screening-level and baseline ecological and human health assessments, as well as direct health effects measurement studies of biological receptor populations. We recognize the importance of clearly quantifying risk to select the most appropriate level of investigation and remediation to fully protect potential receptors while minimizing project schedule and cost. We specialize in partnering with the US Army Corps of Engineers (USACE), customer installations, and regulators in developing risk-based approaches to investigations that satisfy the requirements of all stakeholders. We also excel in developing, recommending, and receiving regulatory approval for toxicity levels and cleanup goals for contaminants for which no toxicity reference value exists.
FEMA Compliance Monitoring and Audit Oversight	FEMA guidance requires that applicants monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. LEIDOS' grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review.
Vulnerability Assessments (VAs)	LEIDOS' S&IP Division has completed municipal water system VAs that utilize a pair-wise comparison approach to identify critical facilities and critical assets needed to maintain safe drinking water supplies. LEIDOS' S&IP Division also has implemented security enhancements that reduce the likelihood that a water system could be severely compromised as a result of a malevolent act. The terrorist response scenarios developed during VAs can be incorporated into the emergency contingency plan for incident response using a "rip and run" philosophy for easy use.

Security and Surveillance Services

Through a combination of in-house capabilities and existing network relationships, LEIDOS' S&IP Division is capable of providing turnkey planning, design, construction interface, and training for infrastructure security enhancement projects. Following a VA, strategic security planning is paramount to ensure local security enhancements are rolled up into regional and geographic enhancements, providing a comprehensive, layered solution. LEIDOS' S&IP Division, through in-house expertise, may integrate administrative enhancements, physical enhancements, digital security systems, and IT (cyber) enhancements as necessary to mitigate risks. LEIDOS' S&IP Division maintains subject matter experts to plan and conduct VAs, strategic planning, and follow-on program or project management. Integral to the

security work is the long-standing network of professionals to design physical security enhancements and security specialists to design digital security specialists.

Table D-5. Security and Surveillance Services

Service Offering	Description
Security Assessments	Assess security vulnerabilities and develop requirements for all types of physical security, including ports, airports, transportation, and oil and gas.
Risk Assessments	Similar to security assessments LEIDOS' S&IP Division has completed risk assessments in several ways. First, as an integral part of a more comprehensive VA. Second, as a risk mitigation measure, evaluating the need for a municipal-wide central alarm station and associated security force. Finally, on a case-by-case basis to address the immediate need of the client. Direct S&IP Division experience includes municipal infrastructure and agricultural security challenges. Generally, LEIDOS experience includes port, aviation, and transportation security.
Security Design	LEIDOS' S&IP Division maintains a network of internal design capabilities, including digital security systems, and IT. LEIDOS design services include the potential for incorporating Department of Defense (DoD) Unified Facilities Criteria (UFC), National Institute of Standards and Technology (NIST) standards, and best management practices.
Vulnerability Assessments (VAs)	LEIDOS' S&IP Division has completed municipal water system VAs, utilizing pair-wise comparison approaches to identify critical facilities and assets for maintaining safe drinking water source, treatment, and distribution. LEIDOS' S&IP Division also has integrated security enhancements design with administrative and IT assessments to reduce the likelihood that a water system is compromised due to a malevolent act.
Case Management	LEIDOS' case management solution is a secure, web-enabled database application to support national service organizations in representing veterans for claims to the VA. Our solution uses role-based security to provide service officers Internet-accessible data entry and collection, and outputs the necessary forms for submission to the VA for obtaining benefits due to our nation's veterans. All information, data, and VA forms are managed under strict Health Insurance Portability and Accountability Act (HIPAA) guidelines and are only available to authorized users for updates as necessary—creating a complete case history—and it is Internet accessible from anywhere.
Security System Design	Provide design services for physical security systems, including conceptual and detailed design. Use various design tools to develop optimized solutions.
Integrated Security Systems	Provide integrated security solutions using COTS hardware and software. Systems include video, access control, CBRNE, radar, sonar, and command and control applications.
Mobile and Portable Security Systems	Provide mobile and transportable surveillance systems on trucks, trailers, or tripods. Sensors include video, radar, infrared sensor, and other with wireless connectivity. Provide quick response and gap filling security.
Security Information Management Systems	Provide integration of COTS physical security information management (PSIM) systems that allow one platform to cover the security enterprise for operator assessment, control, and incident management.

Logistics, Training, and Support Services

The Logistics, Training, and Response Support (LTRS) Division provides multifunctional life cycle logistics support and industry-leading training and response support to government and commercial clients, partners, and internal customers. Our highly skilled teams enhance client capabilities in the areas of acquisition logistics, operational logistics, training programs, and response support.

We have developed and implemented a full suite of customer-focused logistics, training, and CBRNE response support services at the retail and user level. This includes life cycle product development, fielding, operations, and CBRNE incident planning and response.

Table D-6. Logistics

Service Offering	Description
Demand Forecasting	LEIDOS is working to make fuel shortages a thing of the past by developing new concepts and solutions in "sense and respond" logistics. For the U.S. Army Logistics Transformation Agency, we are implementing sensors on 5,000-gallon fuel tankers and the 10,000-gallon fuel storage "bladders" and integrating those sensors into a prototype "sense and respond" system. Adaptive agents (actually sophisticated software codes) review sensor data, compare it with data from command and control systems and other sources, and decide what supplies should be ordered and when.
Total Asset Visibility	RFID technology can help fulfill the promises of total asset visibility and in-transit visibility. At the Fleet Industrial Supply Center Norfolk, LEIDOS implemented one of DoD's first fully integrated passive RFID installations. The system provides real-time visibility for the more than 150,000 tagged pieces of material that flow through this ocean terminal annually. As a leading supplier and installer of equipment for the Air Force, we have performed over 100 installations at Air Force bases worldwide. As part of this work, we also perform other depot-level functions, such as upgrading and maintaining these systems.
Just-in-Time Inventory	LEIDOS provides logistical support for Mine Resistant Ambush Protected (MRAP) vehicle for the Joint Program Office (JPO). We support interoperability testing, orchestrate transportation of the vehicles to theater, and deprocess in theater. We also support the MRAP Joint Logistics Integration (JLI) Program, providing in-theater fielding and sustainment of the entire MRAP fleet of vehicles. The MRAP programs require a strict delivery schedule on a high volume of vehicles while maintaining configuration management across multiple vehicle variants.
Product Development Support	• Supportability strategies • Logistics policy development • Supportability analyses • Technical data development • Logistics demonstration integration • Fielding planning • Total package fielding • Configuration management
Enterprise Operational Support	• Automated logistics tool development • UID • RFID implementation • Warehouse and asset planning/operation • Property accountability • Equipment maintenance • Transportation planning • Knowledge management • Reset, planning, and management
Supply Chain Integration Supply Chain Integration	LEIDOS provides integrated supply, procurement, and material handling/physical logistics services, including pre-expended bin, kitting, and storefront management for the federal government. We purchase and deliver a wide variety of material, ranging from commercial products (facility maintenance repair and operations goods; defense equipment for hazardous materials, including CBRNE) to weapon system parts (aircraft, tactical/non-tactical/combat vehicles, and ships/submarines). We currently complete approximately one million purchase order line item transactions per year for our customers and are especially adept at locating sources of hard-to-obtain parts.

Interoperability, Situational Awareness, and Command and Control

The availability of real-time data is key to the decision-making process where information collected and transmitted by a wide variety of applications and infrastructure is gathered and presented in a way that can be easily accessed by the people and processes that it can benefit the most. Real-time systems utilize this data, which is collected, transmitted, validated, cleansed, and processed through real-time analysis and visualization techniques to extract information in order to derive maximum business value from a sea of streaming data.

When real-time data is incorporated into the mainstream enterprise, it can provide valuable trending and key performance indicator (KPI) information that can support operational, financial, and other strategic decision-making. Real-time data is critical to many regulatory reporting requirements and processes used in energy, utility, and other industries.

Table D-7. Interoperability, Situational Awareness, and Command and Control

Service Offering	Description
Interoperability (Comms and Data)	- Operational expertise in public safety communications - Assessment, infrastructure system design and implementation of secure voice, VOIP, video and high-speed data and other communication - Coordination across disciplines memorandums of understanding (MOUs) mutual aid agreements (MAAs) and other methods for cross-jurisdictional and interagency interoperability
Situational Awareness	- Incident management for security, surveillance, safety, and emergency services - Subject matter experts and first responder tools to assess in real time emergency and incident awareness - Experience working with agencies to implement technical solutions across the agency to manage emergencies
Wireless Networking (Design and Implementation)	Assessment, infrastructure system design and implementation of secure voice, VOIP, video and high-speed data
Radio Communication (Design and Implementation)	- Operational expertise in public safety communications - Provide assessment, infrastructure system design and implementation of secure LMR systems - Coordination across disciplines MOUs MAAs and other methods for cross-jurisdictional and interagency interoperability
Regional Response (that is, Emergency Control Centers, Fusion Center)	- LEIDOS provides subject matter experts to set up the organizational structure and communications to establish emergency control centers - Experienced in tactical operations systems, firsthand experience with centers with the National Guard - LEIDOS provides senior program management with intimate knowledge and experience with command and control equipment, software, and other command center operations

Environmental Services

LEIDOS is passionate about mitigating global climate change. Customers seek our deep domain expertise in subjects as diverse as environmental, solid waste, water resources and atmospheric sciences, policy analysis, IT, and energy-efficient design-build services.

Table D-8. Environmental Services

Service Offering	Description
Decontamination	- Technical oversight - Characterization and disposal of radioactive residues - Radiation safety program management - Documentation of site conditions

Service Offering	Description
	• Radiological surveys • Internal dose assessment calculations to document the risk and dose to personnel from the contamination
Climate Change Adaptation	• Development of climate action plans and sustainability strategies • General reporting and verification • Comprehensive climate change response • Technical guidelines on transportation emissions, industrial process emissions, and indirect emissions
Restoration and Remediation	• Solutions and services • Environmental site investigations • Risk assessment • Fate and transport modeling • Performance-based remediation • Radiological decontamination and decommissioning • Ecosystem restoration • Geographic information systems (GIS) • Site restoration and remediation • Due diligence assessments • Remedial system design/construction • Remedial process optimization • Construction management • Environmental compliance • Chemical/fuels and waste management • Regulatory support/expert witness services • Liability transfer model • Third-party review – remedial strategies • Geophysical services
Solid Waste Management and Water Resources	• Comprehensive and master planning • Facilities planning • Program design • Procurement and alternative project delivery • Operations and performance enhancement • Rates, financial analyses, and appraisals • Program management and capital project planning

Fee for Services

Hourly Rates

To the extent that the City of Seabrook request Leidos' assistance, the following positions and hourly rates shall apply. The fees for these services can be provided on a fixed fee or time and materials basis plus reasonable non-labor expenses. Such non-labor expenses shall be invoiced as follows: 1) travel expenses including airfare and car rental shall be invoiced at cost, without mark-up; 2) lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov; 3) meals and incidentals shall be invoiced at the GSA per diem rate; 4) mileage shall be invoiced at the federally published rate; 5) field documents and other equipment/supplies shall be invoiced at cost, without mark-up and 6) other required non-labor expenses as may be applicable to the project and pre-approved by Leidos and the City of Seabrook shall be invoiced at cost, without mark-up.

Table 1. Debris Program Management Hourly Rates

Category	Hourly Rate
Field Project Manager	\$75.00
Deputy Field Project Manager/Technical Support	\$65.00
Operations Manager	\$59.00
Health and Safety Officer	\$59.00
Data Manager	\$55.00
Billing/Invoice Manager	\$49.00
GIS Operator	\$49.00
Field Supervisor	\$42.00
Billing/Invoice Analyst	\$39.00
Disposal Site Monitor	\$33.00
Collection Monitor	\$33.00
Citizen Drop-Off Site Monitor	\$33.00
Project Coordinator	\$34.00
Load Ticket Data Entry Clerk	\$32.00
Call Center Staff	\$32.00

Electronic Ticketing Device: As an optional service, Leidos can provide electronic ticketing devices for an additional \$4.00 per hour to specific labor categories to cover the costs associated with using Leidos' automated debris management system (ADMS). The specific labor categories include operations manager, data manager, field supervisor, disposal site monitor, and collection monitor. The use of Leidos' ADMS is at the discretion of the City of Seabrook.

Special costs such as boat rental and marine expenses shall be billed at cost without mark-up.

Table 2. Emergency Management Consulting/Planning Hourly Rates

Category	Hourly Rate
Administrative Specialist I	\$44.00
Administrative Specialist II	\$48.00
Research Assistant	\$51.00
Proposal Coordinator	\$53.00
Comm. Technician	\$57.00
Help Desk Operator	\$62.00
Administrative Specialist III	\$64.00
Research Assistant II	\$66.00
Service Center/Logistics Specialist	\$68.00
Analytical Aide	\$75.00
Planning Aide	\$80.00
Project Control Specialist	\$83.00
Oracle Database Administrator	\$85.00
Consulting Aide	\$90.00
Assistant Planner/ Scientist/Assessor/Analyst	\$95.00
Program Planner/ Scientist/Assessor/Analyst	\$100.00
System Administrator	\$105.00
Law Enforcement Subject Matter Expert/Trainer	\$110.00
Consultant/Planner/ Scientist/Assessor/Analyst I	\$115.00
Fire/HAZMAT Subject Matter Expert/Trainer	\$122.00
Project Manager/Consultant/Planner/ Scientist/Assessor/Analyst II	\$125.00
Public Assistance/Grant Management Consultant	\$125.00
Project Manager/Consultant/Planner/ Scientist/Assessor/ Analyst III	\$135.00
Senior Oracle DBA	\$138.00
Senior Planner/ Assessor/Scientist/Analyst	\$145.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst	\$150.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst	\$158.00
Senior Public Assistance/Grant Management Consultant	\$145.00
Project/Program Manager/Supervising Public Assistance Consultant	\$175.00
Senior Program Manager	\$192.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	\$210.00
Principal in Charge/Executive Consultant/Planner/ Scientist/Assessor	\$225.00
Subject Matter Expert	\$244.00
Senior FEMA Appeals Specialist (eg. Ernie Abbott)	\$350.00

**COOPERATIVE PURCHASING AGREEMENT
ALL HAZARDS PREPAREDNESS, PLANNING, CONSULTING & RECOVERY SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2014, by and between the **CITY OF SEABROOK, TEXAS**, located at 2101 Humble Drive, Seabrook, TX 77586 (hereinafter referred to as ("CLIENT")) and **LEIDOS, INC.**, formerly Science Applications International Corporation, (hereinafter referred to as ("CONTRACTOR")), located at 2301 Lucien Way, Suite 120, Maitland, Florida 32751.

WHEREAS, the Houston-Galveston Area Council (HGAC) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments Districts, Authorities, and qualifying Not-for-Profit Corporations.

WHEREAS, Leidos, Inc. acting as an independent Contractor, is a Contractor with extensive experience in providing disaster management and recovery services and shall provide said services in a professional manner in accordance with the terms and conditions of this Agreement and the standards of care practiced by professionals performing similar services.

WHEREAS, Client wishes to enter into an exclusive contractual agreement with Leidos, Inc. to provide professional all hazards preparedness, planning, consulting & recovery services in accordance with the HGAC Invitation to Bid No. HP07-13 dated February 7, 2013.

WHEREAS, the services provided include, but are not limited to, Security, Disaster Preparedness and Emergency Response & Recovery Services, and

WHEREAS, Leidos, Inc. wishes to provide said services to Client in accordance with and as set forth in the Science Applications International Corporation's response HGAC Invitation to Bid No HP07-13 (See Exhibit A, Scope of Services and Exhibit B, Hourly Labor Rates), which exhibit is hereby incorporated and made a part of this Agreement.

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform services associated with disaster preparedness and emergency response & recovery services as described in the Scope of Services attached as Exhibit A. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be specified in writing on each Task Order. Contractor is authorized to commence work upon receipt of a written notice to proceed issued by the Client.
2. **Term:** The term of this Agreement shall begin on the date first written above through May 31, 2016 with automatic annual renewals, unless either party elects to withdraw.
3. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
4. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
5. **Changes/Amendments:** This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement

COOPERATIVE PURCHASING AGREEMENT
ALL HAZARDS PREPAREDNESS, PLANNING, CONSULTING & RECOVERY SERVICES

may not be amended, modified or changed except by written amendment executed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Contractor understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Contractor shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Contractor and the schedule and payment shall be equitably adjusted.

6. **Uncontrollable Forces:** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

7. **Fee for Services:** The fee for the services under this Agreement will be based on either a fixed fee basis or the actual hours of services furnished multiplied by Contractor's Billing Rates as set forth in Exhibit B, plus all reasonable expenses directly related to the services furnished under this Agreement.

Task Orders issued under this Agreement shall specify the contract type and project cost.

8. **Compensation:** Contractor shall bear the costs of performing all services under this Agreement, as directed by the Client, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and perform all services under this Agreement.

Client will pay Contractor on a "time and materials" basis for labor expended and costs and expenses incurred, as hereinafter described. Client shall pay to Contractor for labor expended in performing the Services an amount computed by multiplying the applicable hourly billing rate set forth in Exhibit B by the number of hours worked.

In addition to paying for labor expended, Client shall reimburse Contractor for the cost of all goods and materials purchased exclusively for use in performing the Services or which are incorporated into any Deliverable, as well as for all reasonable travel expenses and miscellaneous out-of-pocket expenses incurred in performing the Services.

Contractor shall submit monthly invoice for services rendered.

Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify Contractor of any invoice discrepancies. Contractor and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with

COOPERATIVE PURCHASING AGREEMENT

ALL HAZARDS PREPAREDNESS, PLANNING, CONSULTING & RECOVERY SERVICES

partial payment within Net 30 days of the date of the invoice. If Client fails to make payment within thirty (30) days of the date of such invoice, interest compounded at the rate of one percent (1%) per month (retroactive to the first month outstanding) shall be charged and payable by Client on all amounts unpaid and outstanding (less any discrepant amount identified within the ten (10) day review period noted above). Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third party authority or funding source. Any interest charges due from Client on past due invoices are in addition to amounts otherwise due under this Agreement. If Client fails to make any payment to Contractor as required hereunder, Contractor shall have the right exercisable in Contractor's sole discretion, in addition to its other rights and remedies, to cease further performance of the Services hereunder and/or initiate collections proceedings, including binding arbitration, without incurring any liability or waiving any rights established hereunder or by law.

All invoices shall be delivered to:
Arthur Chairez
Public Works Director
City of Seabrook
1700 First Street
Seabrook, TX 77586

9. **Indemnity:** Contractor agrees to defend, indemnify, and hold harmless Client from and against claims, judgments, and awards, as well as the reasonable costs related thereto (hereinafter collectively referred to as "Damages") to the extent such Damages result from the negligent or willful acts or omissions of Contractor occurring in the performance of its obligations hereunder.

10. **Insurance:** During the performance of the Services under this Agreement, Contractor shall maintain the following insurance policies:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

11. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion and (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.

12. **Limitation of Liability:** Contractor's total liability to Client for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the amount actually paid to Contractor under this Agreement, or under the specific task order at issue, whichever is less.

13. **No Consequential Damages:** In no event shall either Contractor or Client be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under

**COOPERATIVE PURCHASING AGREEMENT
ALL HAZARDS PREPAREDNESS, PLANNING, CONSULTING & RECOVERY SERVICES**

which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss.

14. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.
15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.
16. **Termination:** Either party may terminate this Agreement for any reason upon 60 days written notice to the other party. Termination will not affect payment obligations incurred under this Agreement for Services performed and reimbursable costs and expenses incurred prior to the effective date of termination, including without limitation commitments to purchase products or services from third parties, which were entered into by Contractor in the course of performance hereunder prior to the effective date of termination. Such reimbursable costs may include, but are not limited to, cancellation fees, minimum consulting or material fees, and non-refundable charges or fees for third party products or services.
17. **Dispute Resolution:** Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either party requests mediation, the dispute or conflict shall be subject to litigation.
18. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
19. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:

Arthur Chairez, Public Works Director
City of Seabrook
1700 First Street
Seabrook, TX 77586
281.474.3286 Office
achairez@seabrooktx.gov

Contractor:

Ralph Natale, Director of Operations
Leidos, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751
321.441.8523 Office
407.580.8184 Mobile
ralph.a.natale@leidos.com

Betty Kamara, Contracts Administrator
Leidos, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751
321.441.8518 Office
407.803.2551 Mobile
betty.v.kamara@leidos.com

COOPERATIVE PURCHASING AGREEMENT
ALL HAZARDS PREPAREDNESS, PLANNING, CONSULTING & RECOVERY SERVICES

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
21. **Governing Law and Venue:** This Agreement shall be governed by and interpreted according to the laws of the State of Texas. The venue for any and all legal action necessary to enforce the Agreement shall be Galveston County.
22. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee as required by FEMA's 322 Public Assistance Guide, page 114, as amended, or any similar regulation, policy, or document adopted by FEMA subsequent to the execution of this Agreement. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.
23. **Compliance with Laws:** In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.
24. **Non-Discrimination:** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.
25. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
26. **Entirety of Agreement:** The Client and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Client and Contractor pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
27. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
28. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or

**COOPERATIVE PURCHASING AGREEMENT
ALL HAZARDS PREPAREDNESS, PLANNING, CONSULTING & RECOVERY SERVICES**

firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

29. **Truth-in-Negotiation Certificate:** Execution of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
30. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client.
31. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Contractor's compensation for services would otherwise be greater and/or Contractor would not have entered into the Agreement.
- In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
32. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal corporate name by persons authorized to execute this Agreement as of the day and year first written above.

CONTRACTOR:
LEIDOS, INC.

CLIENT:
CITY OF SEABROOK, TEXAS

By: Betty Kamara
Title: Contracts Administrator
Date: _____

By:
Title:
Date: _____

ATTEST:

ATTEST:

Jonathan Burgiel, Vice President



COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:



BIDS



PROPOSALS

INVITATION NO.: **HP07-13**

ISSUE DATE: **Feb 7, 2013**

CATEGORY: **All Hazards Preparedness, Planning, Consulting & Recovery Services**

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (**HGACBuy**) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 5,000 member local governments, districts, agencies in 47 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	Dec 6, 2012
PRE-BID/PROPOSAL CONFERENCE:	Jan 10, 2013 @ 9:30 a.m. CT; Conference Room B
FINAL SPECIFICATION / INVITATION:	Feb 7, 2013
BID/PROPOSAL RESPONSES DUE:	Mar 12, 2013 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	Mar 12, 2013 @ 2:00 p.m. CT; H-GAC Conference Room B
RECOMMENDATIONS TO BOARD:	May 21, 2013
CONTRACT START DATE & TERM:	Jul 1, 2013 thru Jun 30, 2016 (3 yrs)
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact:	
Name: Aundre Petty	Phone: 713-993-2453 E-mail: aundre.petty@h-gac.com

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions

SECTION B - Product/Service Specific Requirements & Specifications (Final)

SECTION C - **HGACBuy** *FORMS* (Final)

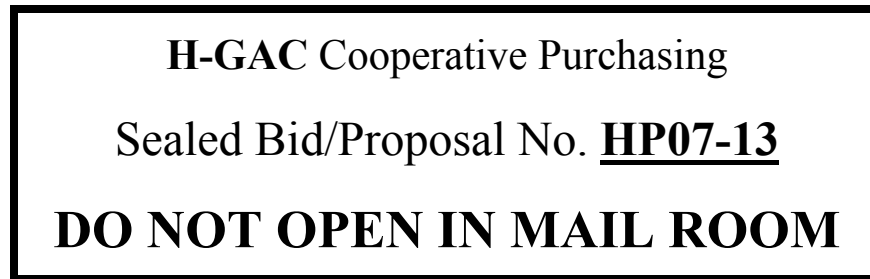
SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

LABELING OF SEALED RESPONSE PACKAGE

IMPORTANT:

You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at **HGACBuy** offices on receipt. **HGACBuy** is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.



Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

HGACBuy is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Texas but throughout the country we strongly urge you to participate in the process at the corporate level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because **HGACBuy** is being used not only in the State of Texas, but **NATIONWIDE**. This means that **HGACBuy** contractors will have a special advantage available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an **HGACBuy** contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the **HGACBuy** staff member listed on the cover of this Invitation for additional information.



SECTION A

GENERAL TERMS & CONDITIONS FOR BIDS AND PROPOSALS

INVITATION No. HP07-13

DESCRIPTION: All Hazards Preparedness, Planning, Consulting & Recovery Services

TABLE OF CONTENTS

1. INTRODUCTION	2
2. DEFINITIONS, ABBREVIATIONS & ACRONYMS	2
3. NON-BINDING ORAL COMMENTS	4
4. STRUCTURE OF RESPONSE	4
5. BASIC REQUIREMENTS & CONDITIONS	4
6. OFFEROR'S AUTHORIZED SIGNATORY	5
7. SURETY FOR INSURANCE	5
8. CONFIDENTIAL / PROPRIETARY MATERIALS	6
9. REFERENCES	6
10. INSURANCE	6
11. OFFEROR CERTIFICATIONS	6
12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION	7
13. NON-RESIDENT RECIPROCAL SALES ACT	7
14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING	8
15. INTENT AND SCOPE OF SPECIFICATIONS	8
16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS	8
17. PRODUCT CODES	8
18. SPECIFIC DESCRIPTIVE REFERENCES	9
19. MANUALS	9
20. STANDARD FEATURES & OPTIONS	9
21. WARRANTIES, SALES & SERVICE	10
22. H-GAC ORDER PROCESSING CHARGE	10
23. PRE-PAYMENTS AND DISCOUNTS	10
24. INSPECTION / TESTING	11
25. PRODUCT DELIVERY	11
26. OFFERED PRODUCT ITEM VARIANCES	11
27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE	11
28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS	13
29. INCONSISTENT INFORMATION	13
30. REJECTION OF RESPONSES	13
31. WITHDRAWAL OR MODIFICATION OF RESPONSES	13
32. RESPONSE EVALUATION	14
33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD	14
34. AWARD OF CONTRACT	14
35. PRO-FORMA CONTRACT	14
36. CONTRACT TERM	14
37. PERFORMANCE & PAYMENT BOND	14

38.	CHANGE ORDERS.....	15
39.	DUPLICATION OF TERMS OR STATEMENTS.....	15
40.	PUBLICITY	15
41.	TAXES	15
42.	DRUG FREE WORKPLACE	15
43.	PRODUCT NOTICES & MAILINGS	15
44.	HANDLING OF ORDERS & PAYMENTS.....	15
45.	PRICE CHANGES.....	16
46.	CONTRACT ITEM CHANGES	17
47.	FORCE MAJEURE.....	17
48.	PERFORMANCE UNDER CONTRACT	17
49.	IMPLEMENTATION OF INTERNET BASED E-COMMERCE	18
50.	CONTRACTOR ORIENTATION/TRAINING.....	18
51.	LEGAL & CONTRACTUAL REMEDIES	18
52.	NATIONWIDE SALES OPPORTUNITIES.....	19

1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC**) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End Users**). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term "*aggregate*" in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term "*single occurrence*" differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under "*single occurrence*."

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

Contract Pricing Worksheet. The standard **H-GAC** form to be used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDROM, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "**Participant**" and "**Member**")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "**Participant**" and "**End User**")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC**.

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or Product Item. Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = **A**merican **N**ational **S**tandards **I**nstitute

ASTM = **A**merican **S**ociety for **T**esting and **M**aterials

ASME = **A**merican **S**ociety of **M**echanical **E**ngineers

CFR = U.S. **C**ode of **F**ederal **R**egulations

DOJ = U.S. **D**epartment **O**f **J**ustice

DOT = U.S. **D**epartment **O**f **T**ransportation

EPA = U.S. Environmental Protection Agency
FAA = Federal Aviation Administration
FMVSS = U.S. Federal Motor Vehicle Safety Standards
H-GAC = Houston-Galveston Area Council of Governments
IEEE = Institute of Electrical and Electronics Engineers
MVD = Motor Vehicle Division of Texas Department of Transportation
NFPA = National Fire Protection Association
NHTSA = National Highway Traffic Safety Administration
NIOSH = National Institute For Occupational Safety And Health
NIST = National Institute of Standards and Technology
NTEA = National Truck Equipment Association
OSHA = U.S. Occupational Safety and Health Administration
RRC = Railroad Commission of Texas
SAE = Society of Automotive Engineers
TBPC = Texas Building and Procurement Commission (formerly GSC)
TxDOT = Texas Department Of Transportation
UL = Underwriter's Laboratories Inc.
VTCS = Vernon's Texas Civil Statutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall **ONLY** be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC's** objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

- a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror's** sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.
- b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

- d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC**, and shall be considered to be in the public domain.
- e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements, or **Offeror's/Contractor's** obligations or entitlements.
- f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.
- g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.
- h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.
- i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.
- j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.
- k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.
- l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC's** sole discretion.
- m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.
- n. **H-GAC** reserves the right to:
 - Reject any and all offers received in response to this Invitation.
 - Reject any part of an offer received in response to this Invitation.
 - Determine the correct price and/or terminology in the event of any discrepancies in any response.
 - Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
 - Accept responses and award contracts to as many or as few **Offerors** as **H-GAC** may select.
 - Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
 - Hold discussions with **Offerors**, although award may be made without discussion.
 - Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
 - Exercise any of these rights at any time without liability to any **Offeror**.
- o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

7. SURETY FOR INSURANCE

Contractor shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC's** insurance requirements.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

9. REFERENCES

- a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.
 - b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:
 - Agency name
 - Contact person name
 - Address
 - Phone & Fax numbers
 - Description of product(s) or service(s) and date sold
 - c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.
-

10. INSURANCE

- a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.
 - b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
 - c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.
 - d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
 - e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.
-

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.
- c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offerors** that may be competing for this procurement.

No Financial Interest or Other Conflict

- a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.
- b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

- a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- d. **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

- a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.
- b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC's** Cooperative Purchasing Program.

13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response**. Further, it shall be **Contractor's** responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

NOTE: In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made **ONLY** with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a **Form A** from a licensed Texas Motor Vehicle Dealer

15. INTENT AND SCOPE OF SPECIFICATIONS

- a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.
- b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.
- c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.
- d. **Offeror** shall show proof of ability to provide to **End Users** prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.
- c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.
 - a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
 - b. Be available for inspection at any time prior to or after procurement.

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

- a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.
- b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.
- c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.

- d. Selection of Product Codes for which to submit an offer is at **Offeror's** sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on **Form D**, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

- a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT be offered as options except as deducts for their omission from the base Product.**
- b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.
- c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC's** specifications. Such features **SHOULD NOT be offered as options except as deducts for their omission from the base Product.**

Options - General

- a. Options are considered to be any features or accessories, other than **H-GAC's** and Manufacturer's "standard" features or accessories.
- b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.
- c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

- a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.
- b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

- a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC's** sole discretion.

- b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

- a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than \$50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.
- b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.
- c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.
- b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.
- c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror's** base price for any Product shall be inclusive of the standard warranty.
- e. Complete warranty information will be supplied to **End User** with each Product sold.
- a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.
- f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.
- g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor's** behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.
- h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, with the exception of orders for motor vehicles. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

- a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.
- b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.
- c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of **H-GAC** and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the **End User**.
- c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.
- d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.
- e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User's** requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.
- f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.
- b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.
- c. All required **H-GAC FORMS** and documents shall be properly completed, without exception or **Offeror's** Response may be deemed non-compliant. **Offeror** may not modify the format of any **H-GAC FORM** in any way. **Offeror** may photocopy or print blank **FORMS** as needed. Information submitted on the printed copies of the **FORMS** may not be handwritten except for signatures and initials. It is **Offeror's** responsibility to insure that printed **FORMS** are clear and legible. Handwritten and illegible entries may be rejected. **Offeror's** printed, stamped or typed name shall appear on every **FORM** submitted in the Response.
- d. **The entire response submission** shall also be submitted on electronic media, including all required **H-GAC FORMS**. **Offeror** is strongly advised to make and work with copies of the original electronic **FORMS**. The originals can then be used to make additional electronic or printed copies of the blank **FORMS**. Signatures are not required on the electronic **FORMS**.
- e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

- f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:
- The procedure to be used by an **End User** requiring repairs.
 - Typical turn-around time on repairs.
 - Service Department days and hours of operation.
 - Number of qualified / factory trained service personnel normally on hand.
 - Description of the parts inventory on hand.
 - Training services, facilities and personnel available.
- g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):
- Name and address of **Offeror**.
 - Date and hour of public response opening.
 - Bid/Proposal Invitation number.
 - The statement: **"SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM"**.
- H-GAC** shall not be responsible for any Response not properly labeled.
- h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.
- i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror's** expense.
- j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.
- k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.
- l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required FORM or information will be sufficient grounds for H-GAC to consider your response to be non-compliant. **NOTE** – Items in the Fourth Section should be supplied ONLY in the Original.

First Section:

- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
- **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
- **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
- References, formatted as described elsewhere herein.
- Service Organization Document, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on Form D.
- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
 - Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
 - **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.
- m. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

- a. If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.
- b. Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.
- c. Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.
- d. Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.
- e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

29. INCONSISTENT INFORMATION

H-GAC review of responses supplied on **H-GAC FORMS** is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the *FORMS*. **Offeror's** information supplied on the *FORMS* shall take precedence in the event any standard "boilerplate" type language included in **Offeror's** response is inconsistent with the information supplied by **Offeror** on the **H-GAC FORMS**. In all cases, information on **H-GAC's** printed *FORMS* supplied as part of **Offeror's** response shall take precedence over information supplied on electronic media.

30. REJECTION OF RESPONSES

- a. **H-GAC** may reject a response if:
 - **Offeror** misstates or conceals any material fact in the Response, or if,
 - **Offeror** does not strictly conform to law or the requirements of this Invitation.
- b. **H-GAC** may reject any and all responses, and may reject any part of a response.
- c. **H-GAC, at its sole discretion**, may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal

received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

- a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.
- b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.
- c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.
- d. Failure of **Offeror** to submit pricing for **frequently purchased** options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC's** sole discretion.

For Proposal Responses:

- e. **H-GAC** will evaluate proposals as detailed in Section B.
- f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at its sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

- a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.
- b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror(s)** and shall be subject to acceptance by the successful **Offeror(s)** within thirty (30) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (30) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
 - 1st The contract document signed by **H-GAC** and **Offeror**.
 - 2nd This Invitation and all specifications referenced herein.
 - 3rd **Offeror's** response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC**.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

41. TAXES

HGAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

43. PRODUCT NOTICES & MAILINGS

H-GAC is **NOT** the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

- a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.
- b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.
- c. **End User** will send a purchase document to **Contractor**, which **Contractor** will fax **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from **End User** any terms or conditions that conflict with or contravene those in **Contractor's** **H-GAC** contract, except for pricing discounts.
- d. **H-GAC** will prepare an "Order Confirmation" and transmit it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User's** purchase document and **H-GAC's** Order Confirmation.
- e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE: The Order Processing Charge is charged to Contractor, EXCEPT in the**

case of motor vehicles. For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by Contractor.

- f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.
- g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.
- h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor's H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

- a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.
- c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.
- d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.
- e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.
- f. Price change requests shall include **H-GAC Forms D and E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.
- g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's actual costs** have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.
- h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.
- i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.
- j. **H-GAC** reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

- a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at its sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion. If the change is rejected there will be no penalty to Contractor.
- c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with **H-GAC**.

48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End Users** and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End Users**, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.
- e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.
- f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC**'s website.
- g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.
- h. **Reporting Requirements:**
 - **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
 - **End User** name
 - Product/Service purchased, including Product Code if applicable

- End User Purchase Order Number
 - Purchase Order Date
 - Product/Service dollar amount
 - **HGACBuy** Order Processing Charge amount
 - Reports must be provided to **H-GAC** in MSeExcel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported.
- i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

H-GAC Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at www.HGACBuy.org. At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

Information Items

- | | |
|--|--|
| • Contract information | • Product and option item catalog listings |
| • Procurement schedules | • End User & Contractor information |
| • Response requirements & specifications | |

Functions

- | | |
|--|-----------------------------|
| • End User product inquiries | • Shipping/Delivery notices |
| • Product configuration and price quotes | • Invoice generation |
| • Purchase Orders and Confirmations | • Payment remittances, etc. |

All **H-GAC Contractors**, as a condition of contract, will be required to work with **H-GAC** and it's E-Commerce provider(s) to maximize use of E-Commerce within the context of **H-GAC** Cooperative Purchasing business. **Offeror** is encouraged to refer to **H-GAC's** Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact **H-GAC** for assistance.

50. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC's** offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

51. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Office Services Manger of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC's** Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Office Services Manager will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working

days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Office Service Manager immediately. The Office Service Manager will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Office Service Manager's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

52. NATIONWIDE SALES OPPORTUNITIES

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End Users** in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor's** differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

End of Section A GENERAL TERMS & CONDITIONS
--

**All Hazards Preparedness, Planning, Consulting & Recovery Services
SECTION B - SERVICE SPECIFIC & RESPONSE REQUIREMENTS**

Table Of Contents

Sub-Section	Page
1. PURPOSE.....	1
2. SCOPE OF REQUIRED SERVICES.....	1
3. COMMITMENT.....	1
4. LAW, REGULATIONS AND STANDARDS.....	2
5. PROVISION OF SERVICE.....	2
6. END USER AGREEMENTS.....	2
7. STRUCTURE OF RESPONSE AND REQUIRED INFORMATION.....	2
Tab A – Required H-GAC Forms, and End User Agreement (if applicable).....	3
Tab B – Business Viability and Capability.....	3
Tab C – Program Promotion.....	3
Tab D –Services and Rates.....	3
8. EVALUATION OF PROPOSALS.....	3

1. PURPOSE

HGACBuy Cooperative Purchasing Program of is soliciting offers for the provision of professional planning, consulting services and interim recovery services in the areas of Homeland Security, Emergency Response, Disaster Recovery and All Hazards Planning. Our intention is to select a range of qualified and cost effective provider(s) who will furnish such services, under a blanket contract, as may be requested from time to time by local government Members (End Users) throughout the United States. Our expectation is that End Users purchasing covered services thru our Program will receive high quality services and work products more cost effectively and in a timelier manner than they would if they did their own procurement.

2. SCOPE OF REQUIRED SERVICES

This RFP is intended to encompass professional planning, advising, consulting and continuity of operation activities which may fit in the broadly defined scope as described below. These may include, but not be limited to, such functions as: studying, monitoring, reporting, documenting, managing, analyzing, assessing, and designing, and other related work.

The broad service categories to be addressed are:

- A. Homeland Security, Disaster Preparedness and Emergency Response & Recovery, including areas such as emergency operations, planning and response, contingency, risk assessment, vulnerability, hazards and operability, hazard mitigation, incident response, testing, training and exercise programs, asset management, logistics and support, regional response, decontamination, continuity of operations planning, data management, documentation, debris clean-up and removal monitoring. Also included would be services related to FEMA programs and policies, especially recovery activities in the areas of Public Assistance (PA) and the Hazard Mitigation Grant Program (HMGP). This description is not meant to be limiting. Rather we are interested in securing contractors that can provide a broad range of services related to this general scope.
- B. Continuity of Operations and Recovery Services related to All Hazards, including areas such as water and fire damage restoration, industrial cleaning and maintenance. Also included would be services related to FEMA programs and policies, especially recovery activities in the areas of Public Assistance (PA) and the Hazard Mitigation Grant Program (HMGP). This description is not meant to be limiting. Rather we are interested in securing contractors that can provide a broad range of services related to this general scope.

HGACBuy membership currently numbers over 5000 local governments and qualified non-profits located in 47 states. Therefore we will be looking for contractors who have comprehensive service capabilities and a broad geographic reach.

3. COMMITMENT

Offeror understands and agrees that this RFP is being issued based on the potential needs of the Members of **HGACBuy**, and that **HGACBuy** has made no representation whatever that any services may ever be purchased. Offeror further understands and agrees that any cost borne by Offeror which arises from the Offeror's performance hereunder shall be at the sole risk and responsibility of Offeror.

4. LAW, REGULATIONS AND STANDARDS

All services performed pursuant to this RFP and any subsequent contract must fully comply with applicable laws, regulations and/or rules promulgated by any Federal, State or Local agency having jurisdiction as regards such service. Offeror/Contractor further agrees that any work performed under an **H-GAC** contract will be executed in compliance with the then most current professional standards and specifications which may be applicable.

5. PROVISION OF SERVICE

- a) On request of End User, Contractor shall provide a written quotation based on his **H-GAC** contract. End User shall have the right to accept or reject the quotation, and/or to request changes for re-evaluation. End User may also request an oral presentation or presentation of other physical evidence of Contractor's capabilities.
- b) End User and Contractor shall be free to negotiate terms and pricing other than as stipulated in the base **H-GAC** contract. In that regard, Contractor shall be allowed and encouraged to discount pricing for large or extended projects, and to offer retainer type or time based End User Agreements. In any event, the transaction shall still be considered as falling under the umbrella of the **H-GAC** contract.
- c) Copies of any orders or executed End User Agreements shall be faxed to **H-GAC**, and **H-GAC** shall provide a written confirmation to both parties. No services may be performed before receipt of the written confirmation from **H-GAC**.
- d) The Contractor will be assessed an Order Processing Charge of 1.5% on the total billed amount for all services provided thru any **HGACBuy** contract. On receipt of payments from End User, Contractor shall promptly remit the Order Processing Charge to **H-GAC**. Remittance may be made either on an order by order basis or on a periodic reporting basis as shall be agreed between **H-GAC** and Contractor. **NOTE: By submission of a response, Offeror certifies that offered pricing is as good as or better than pricing offered to local government customers thru any other program under normal circumstances. If such is not the case, Offeror shall explain how offered pricing differs from "best" pricing, and by how much.**
- e) In the interest of End User satisfaction and efficient use of resources, **H-GAC** desires to maintain contracts only with active contractors providing satisfactory services to Members. In that regard contracts may be monitored, and subsequently terminated or allowed to expire without renewal if in **H-GAC**'s opinion activity is insufficient to warrant continuation.

6. END USER AGREEMENTS

Agreements between End Users and Contractor must be in accordance with **H-GAC** procedures. Contractor shall furnish a copy of any End User Agreement and/or purchase order. Agreements/POs may not be modified, waived, discharged, terminated, amended, altered, or changed in any way except by written mutual agreement between Contractor and End User. Mutually agreed upon changes may be made to the agreement to address specific requirements, credit terms, and/or other unique circumstances relating to the needs of the End User. Proposer shall include a copy of such proposed agreement(s), if any, with any response to this RFP.

7. STRUCTURE OF RESPONSE AND REQUIRED INFORMATION

- a) This RFP is intended as a basis for selection of experienced and qualified contractors to provide services falling within the scope of this RFP. In that regard, respondents shall be required to submit proposals that provide all information requested and conform to the requirements outlined herein. If any requirement herein conflicts with any requirement for responses detailed in Section A, it shall supercede the Section A requirement.
- b) Offerors shall provide a printed original plus one printed copy of the response, each contained in a separate hard sided three-ring binder. The binders shall be labeled "Original" and "Copy", and shall be organized in tabbed

sections as described below. In each tabbed Section, Proposer shall provide all requested information as applicable to the services being offered, formatted at Proposer's discretion unless otherwise indicated. The complete proposal must also be copied onto a CDROM, DVD, or thumb drive, in native Word, Excel or PDF format, and submitted in the 'Copy' of the proposal.

Tab A – Required H-GAC Forms, and End User Agreement (if applicable)

1. Completed **H-GAC Form A, Form B and Form C** (and **Form CIQ** if applicable).
2. In the event you require some kind of End User Agreement rather than a simple purchase order to secure your services, furnish a sample of any such agreement you would propose to execute with an End User purchasing your services pursuant to an **H-GAC** contract.

Tab B – Business Viability and Capability

1. Brief company history including ownership & organization.
2. Geographic coverage, including office locations and employees at each.
3. Gross revenue for the last two completed fiscal years.
4. The names of at least five large and five small local government clients.
5. Five local government clients including entity name, contact person, phone, email, services provided.
6. Company memberships, affiliations, awards and other earned points of recognition.

Tab C – Program Promotion

Provide a narrative explaining in detail what activities you would undertake and what resources you would apply in order to promote the use of an **HGACBuy** contract; i.e. the development of a co-brand marketing campaign.

Tab D – Services and Rates

1. Describe in some detail all the services being offered.
2. Provide complete pricing detail for all services. Pricing must be submitted in excel format. This might include: A schedule of job titles/classifications and proposed rates or rate ranges for each; Charges for in-house materials and services e.g. supplies, faxes, copies, photo scans, etc.; Your policy for charging of reimbursable third party expenses; Flat rates for specific activities; etc. The objective is to cover everything because the charges for any services sold must be able to be verified against your proposal.

8. EVALUATION OF PROPOSALS

- a) Proposals will be evaluated and scored using the criteria below, with a maximum score of 100 points. Criteria descriptions are not meant to be exhaustive and **H-GAC** may use any obtainable relevant information in the evaluation process. **H-GAC** may also use other sources, standards and mechanisms as may be deemed necessary to effectively rank Respondents. Proposers with a score of at least 75 points may be eligible for contract award recommendation, at **H-GAC's** sole discretion.
- b) If an award recommendation is made and approved by **H-GAC's** Board of Directors, the Proposer may be invited to execute a contract, again at **H-GAC's** sole discretion. **H-GAC** reserves the right to make as many or as few contract offers as may be deemed necessary to secure the mix and number of contractors which will, in **H-GAC's** sole opinion, best serve the interests of the Membership.

Evaluation Criteria Table

Criteria Description	Possible Point Award
A. Completed <i>FORMS</i> and overall sufficiency of Response:	10
B. Business Viability and Capability:	30
C. Program promotion:	20
D. Services and Rates:	40
Total:	100

----- End Of Section B -----



SECTION C - H-GAC FORMS

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: HP07-13

Title: All Hazards Preparedness, Planning, Consulting & Recovery Services

This Section contains the following **H-GAC FORMS**.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form CIQ:	Conflict Of Interest Questionnaire

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except that additional lines may be inserted in **Form E** as necessary.

ALL completed *FORMS* must also be submitted electronically on CD-ROM, excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

Form CIQ: **H-GAC** is required to solicit and maintain on file a completed Form CIQ from all entities with which it does business. However, **H-GAC** does not provide interpretation of the law requiring the Form, nor advice or instruction as to completion of the Form. If Offeror has questions of that nature they should be directed to Offeror's legal counsel.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwritten this Form. Information must be typed in.)

Invitation No.: HP07-13

Invitation Title: All Hazards Preparedness, Planning, Consulting & Recovery Services

Offeror Company: _____

(Legal name of business which will appear on contract, if awarded)

Offeror Status: ☐ Manufacturer☐ Dealer/Distributor☐ OtherResponse Type(1): ☐ Offeror Acting Alone☐ Joint Offering

Contract Signatory(2): _____

Title: _____

Mailing Address(3): _____

Physical Address: _____

Phone: _____

Fax: _____

Email Address: _____

Federal ID No.: _____

Web Page URL: _____

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4): _____

Mailing Address: _____

Physical Address: _____

Toll Free Phone: _____

Fax: _____

Email Address: _____

(4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: _____

Title: _____

Printed Name: _____

Date: _____

FORM B - HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES

Invitation No.: HP07-13

Title: All Hazards Preparedness, Planning, Consulting & Recovery Services**Offeror:**

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is committed to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relevant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By:

Title:

Date:

HUB Status Of Offeror☐ Offeror is a HUB, as detailed below.☐ Offeror is not a HUB.

Designation(s):

☐ HUB☐ DBE☐ MBE☐ WBE☐ Other

Certifying/Listing Authority(s):

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

☐ Subcontractor List attached.☐ No Subcontractors will be used.

FORM C - RESPONSE CHECKLIST**Invitation No.:** HP07-13**Title:** All Hazards Preparedness, Planning, Consulting & Recovery Services**Offeror:** _____

This *FORM* is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. **Responses that do not comply with all requirements may be considered non-compliant.** Offeror's signatory must review each item below, and certify by initialing in the space to the right.

This Response Includes:	Init.
1 An "Original" of all required <i>FORMS</i> and documents, plus one copy, each in a separate hard-sided 3-ring binder.	
2 A completed electronic copy of all Forms , and any other documents as may be so required, on CD-Rom.	
3 The required list of References .	
4 A complete description of Offeror's " Service Organization ", detailing support locations, hours, personnel and parts/service availability.	
5 Complete Warranty Documentation for all Products offered.	
6 If the Non-Resident Reciprocal Bid Act applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A"	
7 If offer includes motor vehicles to be sold in Texas, copies of all current licenses as required by the Texas Motor Vehicle Commission Code. If not applicable, indicate "N/A"	
8 The manufacturer's latest Specification Documents detailing standard features, operating characteristics, etc., for each Base Product Item offered.	
9 Form CIQ completed and signed.	
10 A Bid/Proposal Bond or Cashier's Check in the amount of \$3000 (<u>not a percentage bond</u>).	N/A

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received -

[1] Name of person doing business with local governmental entity.

[2] ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

[3] Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

[4] Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

[5] Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each affiliation or business relationship.

[6] Describe any other affiliation or business relationship that might cause a conflict of interest.

[7]

Signature of person doing business with the governmental entity

Date

This is a sample of the contract that will be sent to you for execution IF you are recommended for a contract award. Do NOT complete and return with your Response.

A CONTRACT BETWEEN **HOUSTON-GALVESTON AREA COUNCIL**, Houston, Texas AND _____

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 100, Houston, Texas 77027, AND, _____ hereinafter referred to as the **CONTRACTOR**, having its principal place of business at _____.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a _____ Contract to become effective as of _____, and to continue through _____ (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of _____ offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell _____ through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: _____, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: _____, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on

any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless,

within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR's** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____
Deidre Vick, Director of Public Services
Date: _____, 20__

Signed for _____

Printed Name & Title: _____ Date: _____, 20__

Attest for _____

Printed Name & Title: _____ Date: _____, 20__

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**

Name (as shown on your income tax return)
Leidos, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
☐ Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
2301 Lucien Way, Suite 120
City, state, and ZIP code
Maitland, FL 32751

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

Employer identification number

9	5	-	3	6	3	0	8	6	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here****Signature of
U.S. person ▶****Date ▶ July 18, 2014****General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

^{*}Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

MEMORANDUM OF INSURANCE

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Leidos, Inc. is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <http://www.leidos.com/customer/moi/>. The information contained herein is valid as of today's date, and shall be updated upon any material policy changes and upon each policy's renewal.

BROKER Willis of Maryland, Inc. ("Willis")

INSURED
Leidos, Inc.
11955 Freedom Dr.
Reston, VA 20190

COMPANIES AFFORDING COVERAGE

Co. A National Union Fire Insurance Company of Pittsburgh, PA
Co. B New Hampshire Insurance Company
Co. C The Insurance Company of the State of Pennsylvania
Co. D Underwriters at Lloyd's, London (A F Beazley #623 & #2623)
Co. E Factory Mutual Insurance Company

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY Commercial General Liability including Contractual Liability (per ISO Form CG0001 12/07) Occurrence Form	GL 3823567	04/01/2014	04/01/2015	GENERAL AGGREGATE	\$10,000,000
					PRODUCTS- COMP/OP AGG	\$2,000,000
					PERSONAL & ADV INJURY	\$1,000,000
					EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (ANY ONE FIRE	\$1,000,000
					MED EXP (ANYONE PERSON)	\$10,000
A	AUTOMOBILE LIABILITY Covering Any Owned Autos, Hired Autos & Non-Owned Autos	CA 2248452 (All Other States)	04/01/14	04/01/15	COMBINED SINGLE LIMIT	\$ 2,000,000
A		CA 2248447 (VA)	04/01/14	04/01/15		
A		CA 2248448 (MA)	04/01/14	04/01/15		
A						
A	UMBRELLA LIABILITY	20562468	04/01/14	04/01/15	EACH OCCURRENCE	\$ 10,000,000
					AGGREGATE	\$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Includes USL&H The Proprietor / Partners / Executive Officers are Included	WC 026034764 (All Other States)	04/01/14	04/01/15	WORKERS COMP LIMITS	STATUTORY
B		WC 026034762 (IL,KY,NC,NH, UT,VT)	04/01/14	04/01/15	EL- EACH POLICY	\$3,000,000
B		WC 026034763 (NJ,PA)	04/01/14	04/01/15	EL DISEASE- POLICY LIMIT	\$3,000,000
B		WC 026034761 (AK,AZ,GA,VA)	04/01/14	04/01/15	EL DISEASE- EACH EMPLOYEE	\$3,000,000
C		WC 026034765 (CA)	04/01/14	04/01/15		
B		WC 026034766 (FL)	04/01/14	04/01/15		
C		WC 026034767 (WI)	04/01/14	04/01/15		
B		WC026034768 (MA)	04/01/14	04/01/15		
D	PROFESSIONAL LIABILITY Including: Contractor's Pollution Legal Liability and Information Security & Privacy Liability Claims Made Basis	QF 032513(1)	09/28/13	09/28/14	EACH CLAIM	\$ 10,000,000
					AGGREGATE	\$10,000,000
E	ALL RISK PROPERTY Including all Real & Personal Property of Insured, and Property OF Others Where Required	UC364 Includes Business Interruption Coverage	09/28/13	10/01/14	AGGREGATE	\$ 10,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Leidos, Inc. is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <http://www.leidos.com/customer/moi/>. The information contained herein is valid as of today's date, and shall be updated upon any material policy changes and upon each policy's renewal.

BROKER

Willis of Maryland, Inc ("Willis")
12505 Park Potomac Avenue, Suite 300
Potomac MD 20854

INSURED

Leidos, Inc.
11955 Freedom Dr.
Reston, VA 20190

ADDITIONAL INFORMATION

The above Liability policies are endorsed to provide that our customers and any other organizations or persons where required by contract or agreement we enter into are named as Additional Insureds under these policies. Additionally, coverage applies on a primary basis where required by contract, and, a waiver of subrogation is provided in favor of any person or organization required pursuant to the terms of any contract or agreement we enter into.

The above Professional Liability policy limits are inclusive of an aggregate sublimit of \$3,000,000 for Privacy Notification Costs. In addition, excess aggregate sublimits of \$7,000,000 for Privacy Notification Costs are included within the limits of several of our excess professional liability policies.

The above Property policy is endorsed to provide that our customers and any other organizations or persons where required by contract or agreement we enter into are named as Loss Payees As Their Interest May Appear under this policy.

Should you wish to view these endorsements, or print a copy for your files, please click on the below links.

GENERAL LIABILITY ENDORSEMENTS:

Additional Insured – Where Required Under Contract Or Agreement

<http://info.willis.com/site/leidosmoi/LeidosMOILib/Endorsements/gl-ai-when%20req%20bv%20contract>

Additional Insured – Managers or Lessors of Premises

<http://info.willis.com/site/leidosmoi/LeidosMOILib/Endorsements/gl-ai-mgrs>

Additional Insured – Lessor of Leased Equipment

<http://info.willis.com/site/leidosmoi/LeidosMOILib/Endorsements/gl-ai-le>

Additional Insured – Vendors

<http://info.willis.com/site/leidosmoi/LeidosMOILib/Endorsements/gl-ai%20vendors>

Additional Insured – Primary Insurance

<http://info.willis.com/site/leidosmoi/LeidosMOILib/Endorsements/gl-primary>

Waiver Of Transfer Of Rights Of Recovery Against Others To Us

<http://info.willis.com/site/leidosmoi/LeidosMOILib/Endorsements/gl-wos>

AUTOMOBILE LIABILITY ENDORSEMENTS:

Additional Insured – Where Required Under Contract Or Agreement

<http://info.willis.com/site/leidosmoi/LeidosMOILib/Endorsements/additional%20insd.req.contract>

Lessor – Additional Insured and Loss Payee

<http://info.willis.com/site/leidosmoi/LeidosMOILib/Endorsements/additional%20insd-lessor.LP>

Insurance Primary As To Certain Additional Insureds

<http://info.willis.com/site/leidosmoi/LeidosMOILib/Endorsements/primary%20ins%20form>

Waiver of Transfer of Rights Of Recovery Against Others To Us

<http://info.willis.com/site/leidosmoi/LeidosMOILib/Endorsements/waivertransfer>

WORKERS' COMPENSATION & EMPLOYERS LIABILITY ENDORSEMENTS:

Waiver of Our Right To Recover From Others

<http://info.willis.com/site/leidosmoi/LeidosMOILib/Endorsements/wc-waiver%20of%20transfer>

Alternate Employer Endorsement

<http://info.willis.com/site/leidosmoi/LeidosMOILib/Endorsements/alternate%20empl>

UMBRELLA LIABILITY ENDORSEMENTS:

Additional Insured – please note that because the AIG Umbrella Prime form #80517 05/06 policy definition of an Insured includes: "Any person or organization, other than the Named Insured, included as an additional insured under the Schedule of Underlying Insurance, but not for broader coverage than would be afforded by such Schedule of Underlying Insurance" that there is no separate Additional Insured endorsement applicable to this policy. Therefore, if you are an Additional Insured on the General Liability or Automobile Liability policies above, that status extends to the Umbrella Liability policy as well.

Transfer of Rights of Recovery (Waiver of Subrogation) – please note that because the AIG Umbrella Prime form #80517 05/06 policy states that "If, prior to the time of an Occurrence, you and the insurer of Scheduled Underlying Insurance waive any right of recovery against a specific person or organization for injury or damage as required under an Insured Contract, we will also waive any rights we may have against such person or organization." that there is no separate Waiver of Subrogation endorsement applicable to these policy. Therefore, if you are granted a Waiver of Subrogation on the General Liability, Automobile Liability or Employers Liability policies above, that status extends to the Umbrella Liability policy as well.

PROFESSIONAL LIABILITY ENDORSEMENTS:

Additional Insured – Where Required by Contract or Agreement

<http://www.leidos.com/sites/default/files/files/E%26Q%20Addl%20insd.pdf>

Waiver of Subrogation – Policy wording states, "However, it is agreed that the Underwriters waives its rights of subrogation under this policy against any person or organization as respects Claims arising from Professional Services or Contracting Services provided under a contract to perform such Professional Services or Contracting Services which requires a waiver of subrogation, but only to the extent required by written contract." Therefore, if our contract requires we waive our rights of subrogation in your favor, the waiver automatically applies.

NOTICE OF CANCELLATION:

Due to the very large number of contracts that LEIDOS and its subsidiaries enter into each year, the above policies do not contain an endorsement obligating the insurer to provide any advance written notice directly to anyone but LEIDOS. However, insurers have endorsed their policy to provide LEIDOS with 90 days advance written notice of any cancellation (except 10 days for non-payment of premium) so as to enable LEIDOS to provide any required Notices to its customers in accordance with agreed to contract terms and conditions.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2014 forms a part of

policy No. GL 382 3567 issued to LEIDOS HOLDINGS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.



Authorized Representative or
Countersignature (in States Where
Applicable)

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GL 382 3567

COMMERCIAL GENERAL LIABILITY
CG 20 28 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization to whom you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GL 382 3567

COMMERCIAL GENERAL LIABILITY
CG 20 15 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily Injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business,

in connection with the distribution or sale of the products.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these vendors, the following is added to Section III - Limits Of Insurance:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2014 forms a part of

policy No. GL 382 3567 Issued to LEIDOS HOLDINGS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.



Authorized Representative or
Countersignature (In States Where
Applicable)

POLICY NUMBER: GL 382 3567

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2014 forms a part of

policy No. CA 224 8452 issued to LEIDOS HOLDINGS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

1. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



Authorized Representative or
Countersignature (in States Where
Applicable)



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: WEDNESDAY, AUGUST 6, 2014

Submitter/Requestor: Cook

Date Submitted: 7/29/2014 12:13:32 PM

Presenter: Cook

Description/Subject:

At the Budget Workshop meeting on July 22, 2014, city council gave a consensus to move forward with proposed decision packages for the General Fund, Enterprise Fund, and Crime District. Within those funds, the following vehicles were proposed:

General Fund

Public Safety (1) Tahoe + Equipment

Animal Control (1)Truck + Cage

Enterprise Fund

Water (1) Truck

Sewer (1)Truck

Crime District

(2) Admin Cars

Purpose/Need: NA

Background/Issue(What prompted this need):

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

(Please list description of attachments and number of pages in each attachment)

Fiscal Impact:	Budgeted	Yes	Finance	Officer
	Budget Amendment Required	Yes	Review:	
	Future/Ongoing Impact	Yes		
	Budget Dept/Line Item Number			

Funding Comments:

Where on the agenda should this item be placed?

New Business

Suggested Motion:

Agenda Language:

Consider approval of proposed Fleet Replacement Program and funding from FY 2015 and Reserves, if appropriate. (Cook)

City Manager Review:

(All items are to be reviewed and approved by the city manager, except items submitted by the mayor or any council member or routine consent agenda items such as minutes and second & third readings of ordinances)

(City Attorney should review all ordinances, resolutions, contracts and executive session items.)



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: WEDNESDAY, AUGUST 6, 2014

Submitter/Requestor: Cook

Date Submitted: 7/29/2014 11:59:33 AM

Presenter: Cook

Description/Subject:

Consider approval of Ordinance 2014-21, "Ordering a Special Bond Election to be Held on November 4, 2014"

Purpose/Need: NA

Background/Issue(What prompted this need):

City Council met on July 8, 2014, to discuss the City's updated Capital Improvement Plan (CIP) as it was submitted by the City Manager as part of the FY 2014-15 budget document. City Council gave a consensus of priority on a number of projects based upon presentations by staff and the City Engineer, Brad Matlock.

Staff was directed to proceed with verification of quotes on the Splash Pad and the Fiber Optics and return to council with the proposition wording and necessary documents to call the election.

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

(Please list description of attachments and number of pages in each attachment)

Ordinance

Fiscal Impact:	Budgeted	Yes	Finance Review:	Officer
	Budget Amendment Required	Yes		

Future/Ongoing Impact

Yes

Budget Dept/Line Item Number

Funding Comments:

Where on the agenda should this item be placed?

New Business

Suggested Motion:

Agenda Language:

Consider approval of first and final reading of Ordinance 2014-21, "Ordering a Special Bond Election to be Held on November 4, 2014." (Cook)

AN ORDINANCE CALLING A BOND ELECTION TO BE HELD IN THE CITY OF SEABROOK, TEXAS; MAKING PROVISION FOR THE CONDUCT OF A JOINT ELECTION; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION

City Manager Review:

(All items are to be reviewed and approved by the city manager, except items submitted by the mayor or any council member or routine consent agenda items such as minutes and second & third readings of ordinances)

(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

ORDINANCE NO. 2014-21
ORDERING A SPECIAL BOND ELECTION
TO BE HELD ON NOVEMBER 4, 2014

AN ORDINANCE CALLING A BOND ELECTION TO BE HELD IN THE
CITY OF SEABROOK, TEXAS; MAKING PROVISION FOR THE
CONDUCT OF A JOINT ELECTION; AND RESOLVING OTHER
MATTERS INCIDENT AND RELATED TO SUCH ELECTION

* * * * *

SECTION 1. WHEREAS, the City Council (the "*Council*") of the CITY OF SEABROOK, TEXAS (the "*City*"), located in the County of Harris, Texas hereby finds and determines that an election should be held to determine whether the Council shall be authorized to issue general obligation bonds of the City in the amounts and for the purposes hereinafter identified (the "*Election*"); and

SECTION 2. WHEREAS, the City will contract with the Election Administrator (the "*Administrator*") of Harris County, Texas (the "*County*") to conduct all aspects of the Election; and

SECTION 3. WHEREAS, the Election will be held jointly with other political subdivisions (such other political subdivisions, collectively, the "*Participants*") for whom the County is also conducting their elections, as provided pursuant to the provisions of one or more joint election agreements or contracts among the City, the County, and the Participants, entered into in accordance with the provisions of Section 271.002, as amended, Texas Election Code, or other applicable law, pursuant to which the County will conduct all aspects of the Election on the City's behalf; and

SECTION 4. WHEREAS, the Council hereby finds and determines that it is in the best interests of the City to enter into one or more election agreements or contracts with the County and the Participants to conduct the Election in accordance with the laws of the State of Texas (the "*State*") and applicable federal laws; and

SECTION 5. WHEREAS, the Council hereby finds and determines that the necessity to construct various capital improvements within the City necessitates that it is in the public interest to call and hold the Election at the earliest possible date to authorize the issuance of general obligation bonds for the purposes hereinafter identified; and

SECTION 6. WHEREAS, the Council hereby finds and determines that the actions hereinbefore described are in the best interests of the qualified voters of the City; now, therefore,

SECTION 7. NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS THAT:

SECTION 8. The Election shall be held in the CITY OF SEABROOK, TEXAS on the 4th day of November, 2014 ("*Election Day*"), which is a uniform election date under the Texas Election Code, as amended, and is not less than seventy-eight (78) days nor more than ninety

Ordinance No. 2014-21

Page 2

(90) days from the date of the adoption of this ordinance (the “*Ordinance*”), for the purpose of submitting the following propositions to the qualified voters of the City:

PROPOSITION 1

“Shall the City Council of the City of Seabrook, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$6,850,000 for the purpose of making permanent public improvements or other public purposes, to wit: designing, acquiring, constructing, improving, renovating, demolishing, expanding, and equipping a Public Works and Animal Shelter and Adoption Center building to house City public works and animal control departments and related storage and support structures and facilities for such departments and expenses incidental and necessary to the foregoing (including necessary technology networking improvements, utility relocation, acquisition of easements, rights-of-way, and other real property interests, landscaping, and streetscape modification and improvements), such bonds to mature serially or otherwise (not more than forty (40) years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Council, provided that such rate of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council of the City be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity and the cost of any credit agreements executed in connection with the bonds?”

PROPOSITION 2

“Shall the City Council of the City of Seabrook, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$725,000 for the purpose of making permanent public improvements or other public purposes, to wit: acquiring public safety equipment, including a new fire engine, such bonds to mature serially or otherwise (not more than forty (40) years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Council, provided that such rate of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council of the City be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity and the cost of any credit agreements executed in connection with the bonds?”

Ordinance No. 2014-21

Page 3

80

PROPOSITION 3

81 “Shall the City Council of the City of Seabrook, Texas be authorized to issue and
82 sell one or more series of general obligation bonds of the City in the aggregate
83 principal amount of not more than \$525,000 for the purpose of making permanent
84 public improvements or other public purposes, to wit: designing, constructing and
85 installing technology improvements, including a fiber optic network, such bonds
86 to mature serially or otherwise (not more than forty (40) years from their date) in
87 accordance with law; and any issue or series of said bonds to bear interest at such
88 rate or rates (fixed, floating, variable or otherwise) as may be determined within
89 the discretion of the City Council, provided that such rate of interest shall not
90 exceed the maximum rate per annum authorized by law at the time of the issuance
91 of any issue or series of said bonds; and shall the City Council of the City be
92 authorized to levy and pledge, and cause to be assessed and collected, annual ad
93 valorem taxes, within the limitations prescribed by law, on all taxable property in
94 said City sufficient to pay the annual interest and provide a sinking fund to pay
95 the bonds at maturity and the cost of any credit agreements executed in
96 connection with the bonds?”

97

PROPOSITION 4

98 “Shall the City Council of the City of Seabrook, Texas be authorized to issue and
99 sell one or more series of general obligation bonds of the City in the aggregate
100 principal amount of not more than \$450,000 for the purpose of making permanent
101 public improvements or other public purposes, to wit: designing, constructing,
102 improving, renovating, expanding, and equipping City parks and recreation
103 facilities, including the construction of splash pads at Pelican Bay municipal pool
104 complex and Monroe Fields on Repsdorph Road, such bonds to mature serially or
105 otherwise (not more than forty (40) years from their date) in accordance with
106 law; and any issue or series of said bonds to bear interest at such rate or rates
107 (fixed, floating, variable or otherwise) as may be determined within the discretion
108 of the City Council, provided that such rate of interest shall not exceed the
109 maximum rate per annum authorized by law at the time of the issuance of any
110 issue or series of said bonds; and shall the City Council of the City be authorized
111 to levy and pledge, and cause to be assessed and collected, annual ad valorem
112 taxes, within the limitations prescribed by law, on all taxable property in said City
113 sufficient to pay the annual interest and provide a sinking fund to pay the bonds at
114 maturity and the cost of any credit agreements executed in connection with the
115 bonds?”

116 SECTION 9. The City election precincts hereby established for the purpose of holding
117 the Election and the polling places hereby designated for holding the Election in the City election
118 precincts are identified in Exhibit A to this Ordinance, and this Exhibit A is hereby incorporated
119 by reference into this Ordinance for all purposes. The City hereby delegates to the Administrator
120 (or her designee) the power to approve the appointment of the Presiding Judges, Alternate
121 Presiding Judges, Election Clerks, and all other election officials for the Election, together with
122 any other necessary changes to election practices and procedures. The City Manager can correct,

Ordinance No. 2014-21

Page 4

modify, or change the Exhibits to this Ordinance based upon the final locations and times agreed upon by the Administrator, the City, and the Participants to the extent permitted by applicable law.

The Presiding Judge shall appoint not less than two (2) resident qualified voters of the County to act as clerks in order to properly conduct the Election. To the extent required by the Texas Election Code, as amended, or other applicable law, the appointment of these clerks must include a person fluent in the Spanish and Vietnamese languages to serve as a clerk to render oral aid in the Spanish and Vietnamese languages to any voter desiring such aid at the polls on Election Day. If the Presiding Judge appointed actually serves, the Alternate Presiding Judge shall serve as one of the clerks. In the absence of the Presiding Judge, the Alternate Presiding Judge shall perform the duties of the Presiding Judge of the election precinct.

On Election Day, the polls shall be open from 7:00 a.m. to 7:00 p.m.

The main early voting location is designated in Exhibit B to this Ordinance (which is hereby incorporated herein by reference for all purposes). The individual named as the Early Voting Clerk as designated in Exhibit B is hereby appointed as the Early Voting Clerk to conduct such early voting in the Election. The Early Voting Clerk shall appoint the Deputy Early Voting Clerks. This main early voting location shall remain open to permit early voting on the days and at the times as stated in Exhibit B. Early voting shall commence as provided on Exhibit B and continue through the date set forth on Exhibit B, all as provided by the provisions of the Texas Election Code, as amended.

Additionally, permanent branch offices for early voting by personal appearance shall be established and maintained in accordance with the Texas Election Code. The locations, dates, and hours of operation for early voting at these offices (being the permanent branch offices) shall be determined by the Administrator, as identified in Exhibit B hereto.

An Early Voting Ballot Board is hereby established for the purpose of processing early voting results. The individual designated in Exhibit B as the Presiding Judge of the Early Voting Ballot Board is hereby appointed the Presiding Judge of the Early Voting Ballot Board. The Presiding Judge shall appoint not less than two (2) resident qualified voters of the County to serve as members of the Early Voting Ballot Board.

SECTION 10. Electronic voting machines may be used in holding and conducting the Election on Election Day; provided, however, in the event the use of such electronic voting machines is not practicable, the Election may be conducted on Election Day by the use of paper ballots (except as otherwise provided in this section). Electronic voting machines or paper ballots may be used for early voting by personal appearance (except as otherwise provided in this section). Pursuant to Section 61.012, as amended, Texas Election Code, the City shall provide at least one accessible voting system in each polling place used in the Election. Such voting system shall comply with State and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Paper ballots, touch screen voting machines, and/or such other legally-permissible voting methods may be used for early voting and Election day voting by personal appearance. Certain early voting may be conducted by mail.

Ordinance No. 2014-21

Page 5

The City shall also utilize a Central Counting Station (the *Station*) as provided by Section 127.001, et seq., as amended, Texas Election Code, as amended. The Administrator, or his designee, is hereby appointed as the Manager and Presiding Judge of the Station and may appoint Station clerks and establish a written plan for the orderly operation of the Station in accordance with the provisions of the Texas Election Code, as amended. The Council hereby appoints the Administrator, or his designee, as the Tabulation Supervisor and the Administrator, or his designee, as the Programmer for the Station. Lastly, the Administrator will publish notice and conduct testing on the automatic tabulation equipment relating to the Station and conduct instruction for the officials and clerks for the Station in accordance with the provisions of the Texas Election Code, as amended.

SECTION 11. The official ballot shall be prepared in accordance with the Texas Election Code, as amended, so as to permit voters to vote “FOR” or “AGAINST” the aforesaid propositions which shall appear on the ballot substantially as follows:

PROPOSITION 1

“THE ISSUANCE OF NOT TO EXCEED \$6,850,000 OF CITY OF SEABROOK, TEXAS GENERAL OBLIGATION BONDS FOR DESIGNING, ACQUIRING, CONSTRUCTING, AND EQUIPPING A PUBLIC WORKS AND ANIMAL SHELTER AND ADOPTION CENTER BUILDING AND RELATED STORAGE AND SUPPORT STRUCTURES AND FACILITIES, AND THE LEVYING OF A TAX IN PAYMENT THEREOF”

PROPOSITION 2

“THE ISSUANCE OF NOT TO EXCEED \$725,000 OF CITY OF SEABROOK, TEXAS GENERAL OBLIGATION BONDS FOR PUBLIC SAFETY EQUIPMENT, INCLUDING A NEW FIRE ENGINE, AND THE LEVYING OF A TAX IN PAYMENT THEREOF”

PROPOSITION 3

“THE ISSUANCE OF NOT TO EXCEED \$525,000 OF CITY OF SEABROOK, TEXAS GENERAL OBLIGATION BONDS FOR DESIGNING, CONSTRUCTING AND INSTALLING TECHNOLOGY IMPROVEMENTS, INCLUDING A FIBER OPTIC NETWORK, AND THE LEVYING OF A TAX IN PAYMENT THEREOF”

PROPOSITION 4

“THE ISSUANCE OF NOT TO EXCEED \$450,000 OF CITY OF SEABROOK, TEXAS GENERAL OBLIGATION BONDS FOR PARKS AND RECREATION FACILITIES, INCLUDING THE CONSTRUCTION OF SPLASH PADS AT PELICAN BAY MUNICIPAL POOL COMPLEX AND MONROE FIELDS ON REPSDORPH ROAD, AND THE LEVYING OF A TAX IN PAYMENT THEREOF”

Ordinance No. 2014-21

Page 6

201 SECTION 12. All resident qualified voters of the City shall be permitted to vote at the
202 Election, and on Election Day, such voters shall vote at the designated polling places. The
203 Election shall be held and conducted in accordance with the provisions of the Texas Election
204 Code, as amended, Chapters 1251 and 1331, as amended, Texas Government Code, and as may
205 be required by any other law. All materials and proceedings relating to the Election shall be
206 printed in both English, Spanish and Vietnamese.

207 SECTION 13. A substantial copy of this Ordinance shall serve as a proper notice of the
208 Election. This notice, including Spanish and Vietnamese translations thereof, shall be posted (i)
209 at three (3) public places within the City and at the City Hall not less than twenty-one (21) days
210 prior to Election Day, (ii) in a prominent location at each polling place on Election Day and
211 during early voting, and shall be published on the same day in each of two (2) successive weeks
212 in a newspaper of general circulation in the City, the first of these publications to appear in such
213 newspaper not more than thirty (30) days, and not less than fourteen (14) full days prior to
214 Election Day. In addition, during the twenty-one (21) days prior to Election Day, the City shall,
215 in a prominent manner, maintain such notice on its internet website.

216 SECTION 14. As required by and in accordance with Section 3.009(b)(5) and (7) through
217 (9) of the Texas Election Code, added by the 83rd Texas Legislature, the City, as of its fiscal
218 year beginning October 1, 2013, had outstanding an aggregate principal amount of debt equal to
219 \$17,560,000; the aggregate amount of the interest owed on such City debt obligations, through
220 respective maturity, totaled \$4,994,454.30; and the City levied an ad valorem debt service tax
221 rate for its outstanding debt obligations of \$0.1681 per \$100 of taxable assessed valuation. The
222 City estimates an ad valorem debt service tax rate of \$21.90 per \$100 of taxable assessed
223 valuation if the bonds that are subject of the Election are approved and are issued (taking into
224 account the outstanding City bonds and bonds that are the subject of this Election, but not future
225 bond authorizations of the City). This is only an estimate provided for Texas statutory
226 compliance and does not serve as a cap on any City ad valorem debt service tax rate.

227 SECTION 15. The Council authorizes the City Manager, or his designee, to negotiate and
228 enter into one or more joint election agreements or contracts with the County, through its
229 Administrator, and the Participants in accordance with the provisions of the Texas Election
230 Code, as amended, and as necessary or desired, to make such technical modifications to this
231 Ordinance that are necessary for compliance with applicable State or federal law or to carry out
232 the intent of the Council, as evidenced herein.

233 SECTION 16. The recitals contained in the preamble hereof are hereby found to be true,
234 and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a
235 part of the judgment and findings of the Council.

236 SECTION 17. All ordinances and resolutions, or parts thereof, which are in conflict or
237 inconsistent with any provision of this Ordinance are hereby repealed to the extent of such
238 conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters
239 ordained herein.

240 SECTION 18. This Ordinance shall be construed and enforced in accordance with the
241 laws of the State of Texas and the United States of America.

253			*	*	*
254					

Ordinance No. 2014-21
Page 1

EXHIBIT A

ELECTION PRECINCTS AND ELECTION DAY POLLING LOCATIONS

Election Day: Tuesday, November 4, 2014

Election Day Polling Locations open from 7:00 a.m. to 7:00 p.m.

Harris County Election Precinct	Polling Places
090	Ed White Elementary, 1708 Les Tally, El Lago, Texas 77586
333	Evelyn Meador Library, 2400 North Meyer, Seabrook, Texas 77586
692	Hampton Inn, 3000 NASA Road One, Seabrook, Texas 77586

Ordinance No. 2014-21
Page 1

EXHIBIT B

**MAIN AND PERMANENT BRANCH
POLLING PLACES, DATES, AND TIMES**

Early voting begins Monday, October 20, 2014 and ends on Friday, October 31, 2014

Early Voting Clerk: Stan Stanart
Early Voting Clerk's address: Harris County Clerk,
1001, Preston, 4th Flr, Rm. 440
Houston, TX 77002

Presiding Judge of the Early Voting Ballot Board: As determined by Harris County.

Location, Dates & Hours of Main Early Voting Polling Place

Location: 1001 Preston Street 1st Floor
Houston, Texas

Dates

Monday, October 20, 2014
Tuesday, October 21, 2014
Wednesday, October 22, 2014
Thursday, October 23, 2014
Friday, October 24, 2014
Saturday, October 25, 2014
Sunday, October 26, 2014
Monday, October 27, 2014
Tuesday, October 28, 2014
Wednesday, October 29, 2014
Thursday, October 30, 2014
Friday, October 31, 2014

Times

8:00 a.m. to 4:30 p.m.
8:00 a.m. to 4:30 p.m.
8:00 a.m. to 4:30 p.m.
8:00 a.m. to 4:30 p.m.
8:00 a.m. to 4:30 p.m.
7:00 a.m. to 7:00 p.m.
1:00 p.m. to 6:00 p.m.
7:00 a.m. to 7:00 p.m.
7:00 a.m. to 7:00 p.m.
7:00 a.m. to 7:00 p.m.
7:00 a.m. to 7:00 p.m.
7:00 a.m. to 7:00 p.m.

Any voter who is entitled to vote an early ballot by personal appearance may do so at any of the early voting polling places listed herein.

Ordinance No. 2014-21
Page 2

Locations, Dates & Hours of Permanent Branch Early Voting Polling Places

Dates: Monday, October 20, 2014 through Friday, October 31, 2014.

Hours: Hours are the same as the hours for voting at the main early voting polling place.

<u>Acres Homes:</u> SRD 139	Acres Homes Multi-Service Center 8719W. Montgomery Road
<u>Bear Creek:</u> SRD 138	Bear Creek Park Community Center Bear Creek Drive @ Patterson Road
<u>Cypress Creek:</u> SRD 126	Barbara Bush Library 6817 Cypresswood, Spring
<u>Far West/Katy:</u> SRD 132	Franz Road Storefront 19818 Franz Road
<u>Jersey Village:</u> SRD 135	City of Jersey Village City Hall 16327 Lakeview Dr.
<u>Spring Branch:</u> SRD 136	Harris County Courthouse Annex #35 1721 Pech Road, 2nd Floor
<u>Tomball:</u> SRD 130	Tomball Public Works Building 501 B James, Tomball
<u>Houston:</u> SRD 150	Ponderosa Fire Station No. 1 17061 Rolling Creek Drive, Houston
<i>Northwest Area</i>	

<u>Humble:</u> SRD141-H	Octavia Fields Branch Library 1503 South Houston Avenue, Humble
<u>Kashmere:</u> SRD 142-K	Julia C. Hester House 2020 Solo Street
<u>Kingwood:</u> SRD 127	HC Library—Kingwood Branch 4102 Rustic Woods, Kingwood
<u>Moody Park:</u> SRD 148M	Moody Park Recreation Center 3725 Fulton
<u>North:</u> SRD 140	Hardy Senior Center 11901 West Hardy Road
<u>Northeast Houston:</u> SRD 141-C	Beebe Tabernacle Methodist Church 7210 Langley
<u>Wallisville:</u> SRD 142-W	North Channel Library 15741 Wallisville Road
<i>Northeast Area</i>	

<u>Alief:</u> SRD 149	Alief Regional Branch Library 7979 South Kirkwood
<u>Astrodome Area:</u> SRD 146-F	Fiesta Mart, Inc. 8130 Kirby Drive
<u>Neartown:</u> SRD 134	Metropolitan Multi-Service Center 1475 West Gray
<u>Near West Side:</u> SRD 137-T	Tracy Gee Community Center 3599 Westcenter Drive (One block East of Sam Houston Tollway - Off Richmond)
<u>West Houston:</u> SRD 133-V	Lac Hong Square 6628 Wilcrest Dr., Ste. A
<u>South Houston Area:</u> SRD 131	The Power Center 12401 South Post Oak Road
<u>Southwest Houston:</u> SRD 137-B	Bayland Park Community Center 6400 Bissonnet near Hillcroft
<u>Far West Houston:</u> SRD 133-M	Courtyard by Marriott 12401 Katy Freeway @ Dairy Ashford
<i>Southwest Area</i>	

<u>Clear Lake:</u> SRD 129	Freeman Branch Library 16616 Diana Lane, Clear Lake
<u>Galena Park:</u> SRD 143	Galena Park Branch Library 1500 Keene Street, Galena Park
<u>Palm Center:</u> SRD 147	Justice of the Peace / Constable Entry 5300 Griggs Road
<u>Baytown:</u> SRD 128-B	Remington Park Assisted Living 901 West Baker Road, Baytown
<u>Pasadena:</u> ARD 128-P	Harris County Courthouse Annex #25 7330 Spencer Highway, Pasadena
<u>Hobby Area:</u> SRD 144	I.B.E.W. Hall, #66 4345 Allen Genoa Road
<u>Southeast Houston:</u> SRD 145	H.C.C.S. Southeast College 2524 Garland @ Rustic Angela Morales Student Center
<u>Sunnyside:</u> SRD 146-S	Sunnyside Multi-Service Center 4605 Wilmington
<u>Downtown East:</u> SRD 148-R	Ripley House 4410 Navigation Blvd
<i>Southeast Area</i>	

Ordinance No. 2014-21
Page 3

Early Voting by Mail

Applications for voting by mail should be mailed to be received no earlier than Friday, September 5, 2014 and no later than the close of business (4:30 p.m.) on Friday, October 24, 2014.

Send applications by:

Regular mail to:

Stan Stanart,
Harris County Clerk,
Attn: Elections Division
P.O. Box 1148,
Houston, TX 77251-1148

FAX to (713)-755-4983 or (713)-437-8683

Common or contract carrier:

Stan Stanart,
Harris County Clerk,
1001, Preston, 4th Flr, Rm. 440
Houston, TX 77002

ACTION ITEM CHECK LIST STATUS

#	STATUS	DATE ASSIGNED	NEXT REVIEW DATE	PROPOSED CLOSURE DATE	RESPONSIBLE ORGANIZATION	CITY COUNCIL RESPONSIBILITY	PLANNING OBJECTIVE #	AGENDA ITEM NUMBER	DESCRIPTION OF ACTION ITEM	STATUS AND DATE
19	OPEN/IN WORK	8/20/2013			City Manager			4.5	Coordinate and lead project to attempt to have Surf Oaks Drive dedicated to allow Precinct 2 to repave.	Consideration of approval on 6/17/14 agenda.
23	OPEN/IN WORK	12/3/2013			Mayor/ City Mgr.			5.1	Provide periodic updates on TxDOT's progress to improve/widen SH 146.	Met with TxDOT on 6/6.
26	OPEN/IN WORK	1/21/2014			City Manager & TxDOT			4.3	Determine if Option 1 is enforceable concerning left hand turns on SH 146 and write a letter to TxDOT asking for assistance in funding. Option 2 selected as Option 1 not enforceable. On 3/4/14 Ms. Cook reported that TxDOT did not like Option 2 (delineators) due to maintenance costs; TxDOT considering whether to install curbs to prevent left turns. As of 6/3/14, TxDOT has now decided to install delineators in July and will pay for them.	

August 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2 5K Fun Run
3	4	5 City Council	6	7 Open Space	8	9
10	11	12 City Council	13	14 EDC	15 Midnite Slice/Seabrook Music Festival	16
17	18	19 City Council	20	21 P&Z	22	23 Outloud Productions Bike Ride
24	25	26	27	28	29	30
31						