

**The Board of Trustees**  
**September 15, 2021**  
**Agenda of Regular Meeting**

---

**NOTICE OF MEETING OF THE BOARD OF TRUSTEES OF  
HARRIS COUNTY DEPARTMENT OF EDUCATION**

Notice is hereby given that a meeting of the Board of Trustees of Harris County Department of Education will be held on the **15th day of September 2021 at 1:00 p.m.** for the Board to conduct the business of that meeting. The meeting will be held in the Board Room of the Administration Building, 6300 Irvington Boulevard, Houston Texas 77022. Such a meeting is a **REGULAR BOARD MEETING**.

The subjects to be discussed or considered or upon which any formal action might be taken are on the Agenda following.

Additionally, from time to time an issue will be raised concerning an item on our agenda that had not been anticipated. The issue, while within the scope of the agenda topic, may be one that is required or authorized by law to be considered in executive session rather than in public session. In order for the Board to consider such issue in executive session, rather than postpone consideration of it until the next board meeting, the Board lists below most if not all be all of the sections of the Open Meetings Act that address the purposes for which the Board may lawfully meet in executive/closed session. The Board's purpose is not to meet in executive session to consider matters not on the agenda for the meeting. Instead, its purpose is to efficiently and timely conduct its business in accordance with the law.

Therefore, if, during the course of the meeting on agenda items covered by this Notice, the Board should determine that a closed or executive meeting or session of the Board should be held or is required in relation to any item included in this notice, then such closed or executive meeting or session as authorized by Section 551.001 et seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board at the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the Board may conveniently meet in such closed or executive meeting or session concerning any and all subjects and purposes authorized by Sections 551.071-551.084, inclusive, of the Open Meetings Act, including, but not limited to:

- Section 551.071 For the purpose of a private consultation with the Board's attorney on any or all subjects matters authorized by law.*
- Section 551.072 For the purpose of discussing the purchase, exchange, lease or value of real property.*
- Section 551.073 For the purpose of considering a negotiated contract for a prospective gift or donation.*
- Section 551.074 For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.*
- Section 551.076 To consider the deployment, or specific occasions for implementation of security personnel or devices.*
- Section 551.082 For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.*
- Section 551.083 For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.*
- Section 551.084 For the purpose of excluding witness or witnesses from a hearing during examination of another witness.*

Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed or executive session, then such final action, final decision, or final vote shall be at either: a) the open meeting covered by this notice upon the reconvening of this public meeting, or b) at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine.

*James Colbert, Jr., County School Superintendent*



A Regular Meeting of the Board of Trustees of Harris County Department of Education will be held September 15, 2021, beginning at 1:00 p.m. in the Board Room of the Administration Building, 6300 Irvington Boulevard, Houston, Texas, 77022.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. **Invocation** - Charlotte Manning, Information Technology Services
2. **Pledge of Allegiance to the Texas flag** - Taneeka Henderson, Information Technology Services
3. **Pledge of Allegiance to the US flag** - Taneeka Henderson, Information Technology Services
4. **Public Hearing** for the purpose of considering the proposed Tax Rate of \$0.004990 per \$100 assessed property value for Tax Year 2021 (Fiscal Year 2021-2022). The no-new-revenue-rate (NRRR) has been calculated at \$0.004807 per \$100 assessed property value. The recommended tax rate is below the voter approval rate (VAR) of \$0.005202. **7**
5. **Open Forum** - Gov't Code 551.003 (5) - Public Participation. Pursuant to Policy BED (Local), a citizen who wishes to speak may do so by completing a participation request card available at the Board room at least 10 minutes prior to a regular Board meeting.
6. **Reports and presentations**
  - A. **Employee of the Month** - Natasha Truitt, Executive Director of Human Resources
  - B. **Superintendent Monthly Report** - James Colbert, Jr.
  - C. **Annual Division Update on Technology** - Lowell Ballard, Director of Information Technology Services **11**
  - D. **Other reports from Board members** concerning attendance or participation in a board or HCDE-related conference, event, activity, or committee; accolades for an HCDE staff member or other deserving person.
  - E. **Report of Board Committees** - Committee Chairs
  - F. **Monthly Financial Reports through 08/31/2021** - Dr. Jesus Amezcua, Assistant Superintendent for Business Services **32**

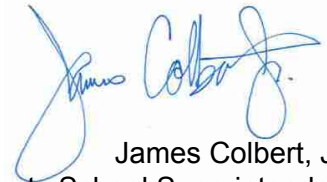
G.	<b>Presentation of 2021 Annual Achievement of Excellence in Procurement Award - Dr. Jesus Amezcua, Assistant Superintendent for Business Services.</b>	<b>33</b>
7.	<b>ACTION ITEMS - CONSENSUS</b>	
A.	<u>Consider ratification/approval of the following Business Services items:</u>	
1.	Disbursement Report	<b>37</b>
2.	Budget Amendment Report	<b>39</b>
3.	Monthly Investment Report for August 2021	<b>41</b>
B.	<u>Consider ratification/approval of the following Board Meeting Minutes:</u>	
1.	08/13/2021 Governmental Relations Committee Meeting	<b>44</b>
2.	08/18/2021 Board Meeting	<b>46</b>
C.	<u>Consider ratification/approval of the following grant awards:</u>	
1.	<b>Approval to submit a budget revision grant request application in the amount of \$23,167.60 to the U.S. Department of Health and Human Services (HHS), Office of Head Start (OHS) to purchase SPOT vision instruments and supplies to conduct required hearing screening for infants and toddlers; Early Head Start-Child Care Partnerships award notice 06HP000311.</b>	<b>59</b>
2.	<b>Acceptance of funds from the Dallas College Foundation (DCF) and the Center for Transforming Alternative Preparation Pathways (STAPP) for the Educator Certification and Advancement (ECA) division for a three-year CTAPP Transformation Fellowship Project in the amount of \$150,000 (\$50,000 per year) for the period of 08/01/2021 through 07/30/2024.</b>	<b>60</b>
3.	<b>Approval of the First Amendment to the Memorandum of Understanding between HCDE and the Education Foundation of Harris County relating to HCDE's Partners in Education Project and Tools for Teachers Program to approve an additional 1,013 \$100 credit for Harris County ISD teachers to use to purchase classroom supplies and delegate authority to the Superintendent or his designee to negotiate, finalize, and execute said amendment.</b>	<b>93</b>
D.	<u>Consider ratification/approval of the following Interlocal Contracts:</u>	
1.	<b>Approval of Interlocal (revenue) contracts for FY 2022 for Therapy Services in the aggregate amount of \$5,422,851 with School-Based Therapy Services with the following districts: Houston ISD (1501 students served in FY20) in the amount of \$2,375,575, KIPP Texas Public Schools - Houston (30 students served in FY20) in the amount of \$52,426; Cypress-Fairbanks ISD (1593 students served in FY20) in the amount of \$2,823,116; Barbers Hill ISD (58 students served in FY20) in the amount of \$98,952; and Dayton ISD (44 students served in FY20) in the amount of \$72,782.</b>	<b>96</b>

2. **Approval of Interlocal (revenue) contracts for FY 2022 in the aggregate amount of \$396,874 with Academic and Behavior School East** with the following districts: Pasadena ISD for ten (10) in-county annual contracts in the amount of \$206,050 (\$20,605 each); Texas City ISD for eight (8) out-of-county annual contracts in the amount of \$190,824 (\$23,853 each); for the contract period of 08/23/2021 through 06/03/2022. **124**
3. **Approval of Interlocal (revenue) contracts for FY 2022 in the aggregate amount of \$95,412 with Academic and Behavior School West with the following district(s):** Brenham ISD for four (4) out-of-county annual contracts in the amount of \$95,412 (\$23,853 each) for the contract period of 08/23/2021 through 06/03/2022. **137**
- E. Consider ratification/approval of the following items for the HCDE Choice Partners Cooperative:
1. **Approval of HCDE Interlocal Agreements with:** Vision for Living Community Outreach, Houston, Texas; Trinity Episcopal Church, Houston, Texas; Communities in Schools of the South Plains, Inc., Lubbock, Texas; Guadalupe County, Seguin, Texas; Boyd ISD, Boyd, Texas; Lansing Community College, Lansing, Michigan-Signature Only., and Greece Central School District, Rochester, New York - Signature Only. **143**
- F. Consider ratification/approval of the following items for Internal Purchasing:
1. **Approval to increase the allowable maximum contract amount under CH Local FY 2021** for Butler Business Products, (job #s, 18/060JN-03, 20/002KD-02, 15/039KC-02, 20/004KD-01, 20/005KD-02, 18/075KD-04, 19/033MJ-04, 20/008KD-01, 16/011MP-02, 16/057KC-04, 19/025KD-01, original amount \$380,000), requesting new total amount of \$442,000 (increase of \$62,000), Humble ISD, (Interlocal contract, original amount of \$160,000), requesting new total amount of \$172,000 (increase of \$12,000), and SOA Fin 1st, (job no. 20/019KJ, original amount of \$80,000), requesting new total amount of \$99,300 (increase of \$19,300). **176**
2. **Approval of Contract Award for job no. 21/056YR-02 Short Term Vocational Training Programs for Harris County Department of Education Adult Education Division with the following proposer(s):** Academy of World Education, LLC; Brandon E. Martin dba BEM Solutions, LLC; and Business101 Consultants & Trainers, LLC for the period of 09/15/2021 through 09/14/2026, subject to annual appropriations of funding. **177**
- G. Consider ratification/approval of the following Revenue Agreements:
1. **Approval of Certification Contribution Agreement (revenue) between the HCDE CASE for Kids Division and the Gulf Coast Workforce Board** for the period of 10/01/2021 through 09/30/2022. HCDE will certify \$1,500,000 in after-school program expenditures to receive matching funds from the Gulf Coast Workforce Board for CASE Quality Improvement programming in the amount of \$1,753,386. **195**
2. **Approval of Service Agreement (revenue) with United Way of Greater Houston for CASE for KIDS** to provide quality support and training services on Youth Program Quality Intervention (YPQI) for the Out 2 Learn Network of after-school programs in Harris County for the period of 09/16/2021 through 9/15/2022 in an amount of \$97,000. **208**
8. **ACTION ITEMS - NON-CONSENSUS**



- A. **Consider a proposed Tax Rate of \$0.004990 per \$100 assessed property value for Tax Year 2021 (Fiscal Year 2021-2022).** The NNRR (no-new-revenue rate) has been calculated at \$0.004807 per \$100 assessed property value. The recommended tax rate is below the VAR (voter approval rate) of \$0.005202. If approved, the proposed tax rate will not require additional public hearings and notices. 218
  
- B. **Approval of HCDE's contract for delinquent tax collection with Linebarger, Goggan, Blair and Sampson, LLP:** The term of the contract shall commence upon the execution of all parties and remain in effect through 06/30/2022 and may renew with mutual agreement of the parties for a one (1) year term, for a maximum period of one (1) renewal period. 221
  
- C. **Adopt resolution regarding conveyance of sidewalk easement at ABS East** to the City of Houston, Texas. (This legal action is necessary to obtain building permit to proceed with the construction of the PFC Project). 289
  
- D. **Adopt resolution regarding conveyance of sanitary sewer easement at ABS East** to the Church of God (adjacent property owner tied to existing sewer line). (This legal action is necessary to obtain building permit to proceed with the construction of the PFC Project). 295
  
- E. **Ratification of Service Agreement with The Council on Recovery under job no. 21/066DR to provide Adolescent Recovery Support & Counseling Services** for the period of 09/01/2021 through 08/30/2022 in the amount not to exceed \$240,000. 302
  
- F. **Approval of the AIA B105 Contract with Johnston LLC (RFQ #20/043IA)** to provide engineering and architectural services for the Conference Center Upgrades for the period of 09/15/2021 to 02/04/2022 in an amount not to exceed \$54,500. 313
  
- G. **Approval of a Contract Award for job no. 21/067IA for Property and Casualty Insurance with the following vendor: McGriff, Seibels & Williams of Texas, Inc.** in an estimated amount of \$597,380.64 for the period of 10/01/2021 through 09/30/2022. 314
  
- H. **Consideration and possible action regarding the disposal of the house located on 629 King Street property**
  
- I. **Approval to reschedule regular December board meeting to December 8, 2021.**
  
- 9. **EXECUTIVE SESSION** Under the Texas Government Code pursuant to any and all purposes permitted by Sections 551.001-551.084, including, but not limited to: 551.071; 551.074
  - A. **Deliberate** the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of HCDE employees.
  - B. **Deliberate** the purchase, exchange, sale and/or value of real property(ies) and obtain legal advice regarding the same.
  
- 10. **RECONVENE** for possible action on items discussed in executive session
  
- 11. **Discussion and possible action regarding future agenda items**
  
- 12. **INFORMATION ITEMS**
  - A. **Human Resources Information Items**

- B. **Personnel** 338
- C. **Employee Count** 341
- D. **Submission of proposal request to the Bureau of Justice Assistance of \$585,982** over three years to support the Center for Safe and Secure Schools comprehensive STOP (Student, Teacher and Officers Prevention) School Violence program. 342
- E. **The CASE for Kids Division announced the County Connections Youth Summer Initiative 2021 awards to not-for-profit organizations funded by Harris County.** 343  
Precint2gether, a 501c3 nonprofit organization, was awarded \$20,000 to provide summer programming at eight sites in Harris County Commissioner Precinct Two from 06/14/2021 to 08/15/2021.
13. **ADJOURN** - Next regular meeting is scheduled for Wednesday, October 20, 2021, at 1:00 p.m.



James Colbert, Jr.  
County School Superintendent

# Public Hearing

**Regular Board Meeting**

4.

**Meeting Date:** September 15, 2021

**Title:**

**Submitted By:** Venetia Baldwin

**Recommended Action:** Approve

**HCDE Goal(s):**

**Additional Resource**

**Facilities/Technology**

**Personnel:**

**Approval Needed?:**

**Information**

**Posted Agenda Item:**

**Public Hearing** for the purpose of considering the proposed Tax Rate of \$0.004990 per \$100 assessed property value for Tax Year 2021 (Fiscal Year 2021-2022). The no-new-revenue-rate (NRRR) has been calculated at \$0.004807 per \$100 assessed property value. The recommended tax rate is below the voter approval rate (VAR) of \$0.005202.

**Subject:**

**Rationale:**

**Fiscal Impact**

**Attachments**

Notice of Public Hearing re: tax increase

**Form Review**

Form Started By: Venetia Baldwin

Started On: 09/09/2021 12:05 PM

Final Approval Date: 09/09/2021

# NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.004990 per \$100 valuation has been proposed by the governing body of Harris County Department of Education.

PROPOSED TAX RATE	\$0.004990 per \$100
NO-NEW-REVENUE TAX RATE	\$0.004807 per \$100
VOTER-APPROVAL TAX RATE	\$0.005202 per \$100

The no-new-revenue tax rate is the tax rate for the 2021 tax year that will raise the same amount of property tax revenue for Harris County Department of Education from the same properties in both the 2020 tax year and the 2021 tax year.

The voter-approval rate is the highest tax rate that Harris County Department of Education may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that Harris County Department of Education is proposing to increase property taxes for the 2021 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 15, 2021 AT 1:00 PM AT 6300 Irvington Blvd., Houston, TX 77022.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, Harris County Department of Education is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the of Harris County Department of Education at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

<b>FOR the proposal:</b>	Danyahel Norris	Richard Cantu
	Andrea Duhon	David W. Brown
	Erica Davis	Eric Dick
	Amy Flores Hinojosa	

**AGAINST the proposal:**

**PRESENT** and not voting:

**ABSENT:**

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by Harris County Department of Education last year to the taxes proposed to be imposed on the average residence homestead by Harris County Department of Education this year.

	2020	2021	Change
--	------	------	--------

<b>Total tax rate (per \$100 of value)</b>	\$0.004993	\$0.004990	decrease of -0.000003, or -0.06%
<b>Average homestead taxable value</b>	\$181,959	\$184,303	increase of 2,344, or 1.29%
<b>Tax on average homestead</b>	\$9.09	\$9.20	increase of 0.11, or 1.21%
<b>Total tax levy on all properties</b>	\$24,585,105	\$26,024,465	increase of 1,439,360, or 5.85%

---

For assistance with tax calculations, please contact the tax assessor for Harris County Department of Education at 713-274-8000 or visit [www.hctax.net](http://www.hctax.net) for more information.

# Reports and Presentations



# IT Services

## Board Presentation

Lowell Ballard | Director of IT | September 15, 2021





# Today's Update: Key Highlights



- Who We Are
- Accomplishments
- Strategic Direction
- Upcoming Projects



# Who We Are – IT Services

Lowell  
Ballard  
Director

-  Info Security
-  IT Trainer
-  Assistant

▶ **Tim Davis**  
Application Services

Systems Analysts & Developers



▶ **Chris Hoesel**  
Operations Services

Infrastructure Analysts



▶ **Jaime Salinas**  
Service Desk

Service Desk Analysts & Field Technicians



*Three Teams, 24 Staff*

# Who We Are – IT Management



IT SERVICES | A DIVISION OF HARRIS COUNTY DEPARTMENT OF EDUCATION



# Who We Are – IT Services Team



IT SERVICES | A DIVISION OF HARRIS COUNTY DEPARTMENT OF EDUCATION

# Upcoming Projects (*Plans for 2021*)

(*from Last Year's Board Presentation*)



## IT Training of “Citizen Managers”

- *Process Owners*
- *Data Managers*
- *Project Managers*
- *Trainers*
- *Security Administrators*

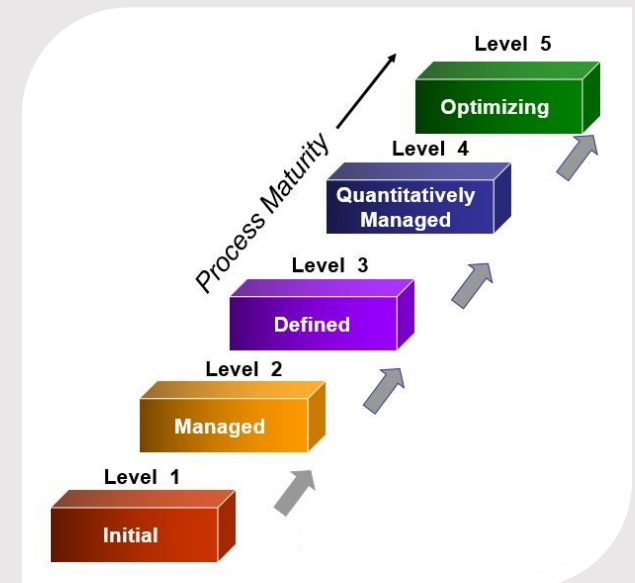
## Process Management (*Promapp*)

## Decision Support - Dashboards (*Power BI*)

## Enhanced Security

## Additional Projects

- Identified from External Best Practice Assessments

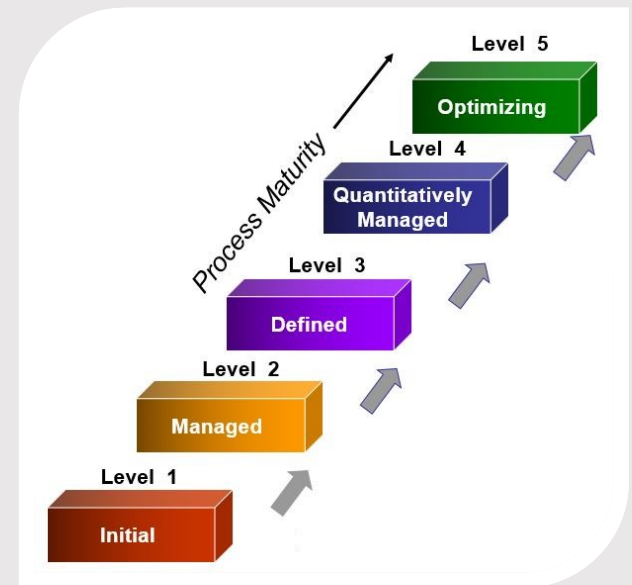


# Upcoming Projects (*Plans for 2021*)

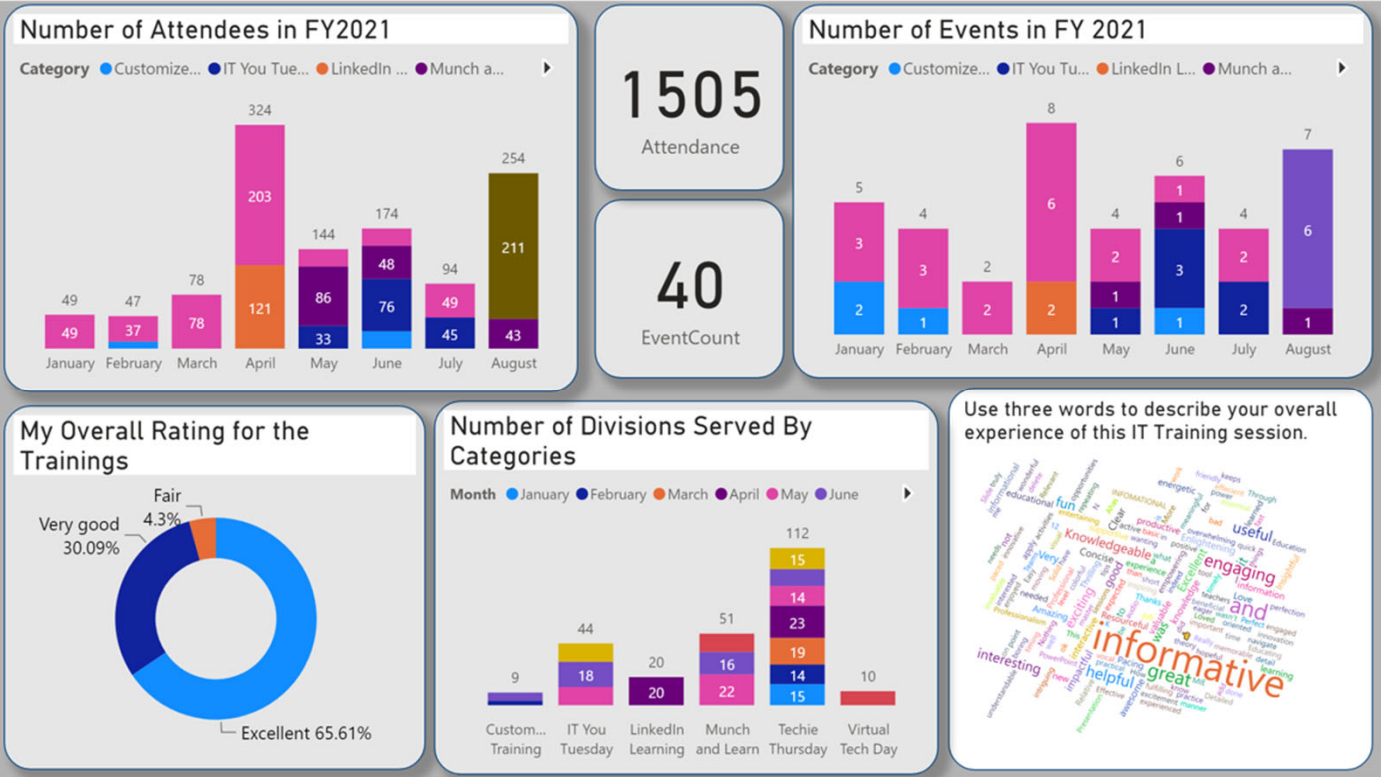
(*Projects Started/Completed*)



- ✓ IT Training of “Citizen Managers”
  - ✓ *Process Owners*
    - *Data Managers*
  - ✓ *Project Managers*
    - *Trainers*
    - *Security Administrators*
- ✓ Process Management (*Promapp*)
- ✓ Decision Support - Dashboards (*Power BI*)
- ✓ Enhanced Security
- ✓ Additional Projects
  - ✓ Identified from External Best Practice Assessments



# IT Training Events





# Strategic IT Projects - Last Year

- ✓ Workflow Platform (Laserfiche)
- ✓ Business Analytics (Power BI)
- ✓ LinkedIn Learning, Techie Thursdays
- ✓ Expert Evaluations/Assessments
- ✓ IT Service Management (FreshService)
- ✓ Next Gen Employee Portal (in Test)
- ✓ Ransomware Prevention/Preparation
- ✓ State-of-the-Art IT Design for New Facilities





# Service Objectives for 2020/21

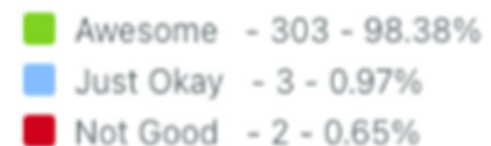


- **Client Satisfaction:** >85% on yearly customer satisfaction survey
- **Financial Effectiveness:** <5% of institutional revenues spent on IT
- **Service Delivery:** >25% requests resolved on first contact
- **Institutional Outcomes:** >50% of systems in central data catalog/hub

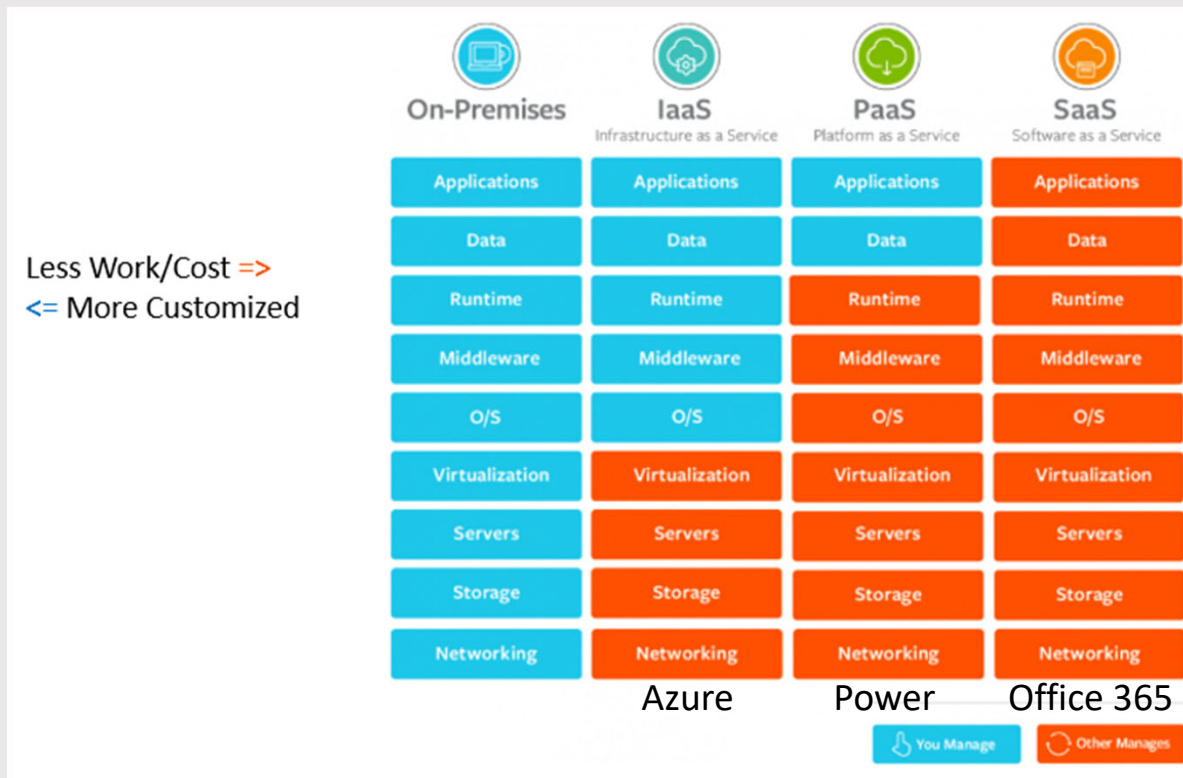
## Leading Indicators Tracked

- Reduce Support Needs:** IT Training Provided
- Reduce Outages:** Single Points of Failure addressed
- Reduce Costs:** Identified potential cost savings realized
- Reduce Risks:** IT Security controls addressed

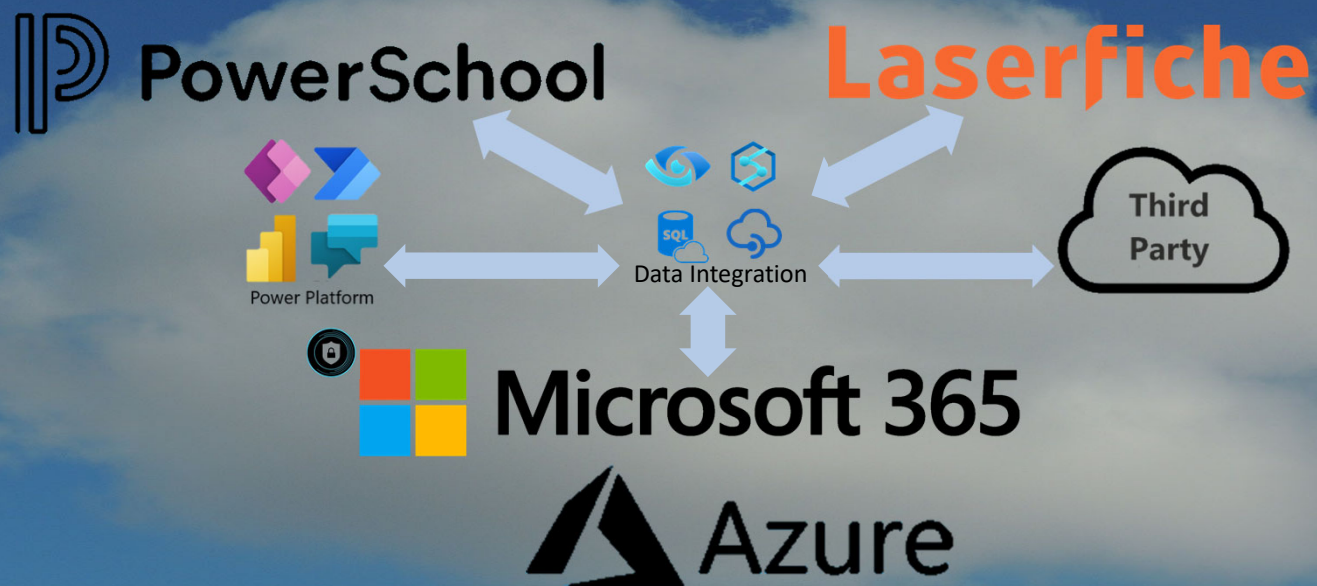
## IT Support Experience Surveys



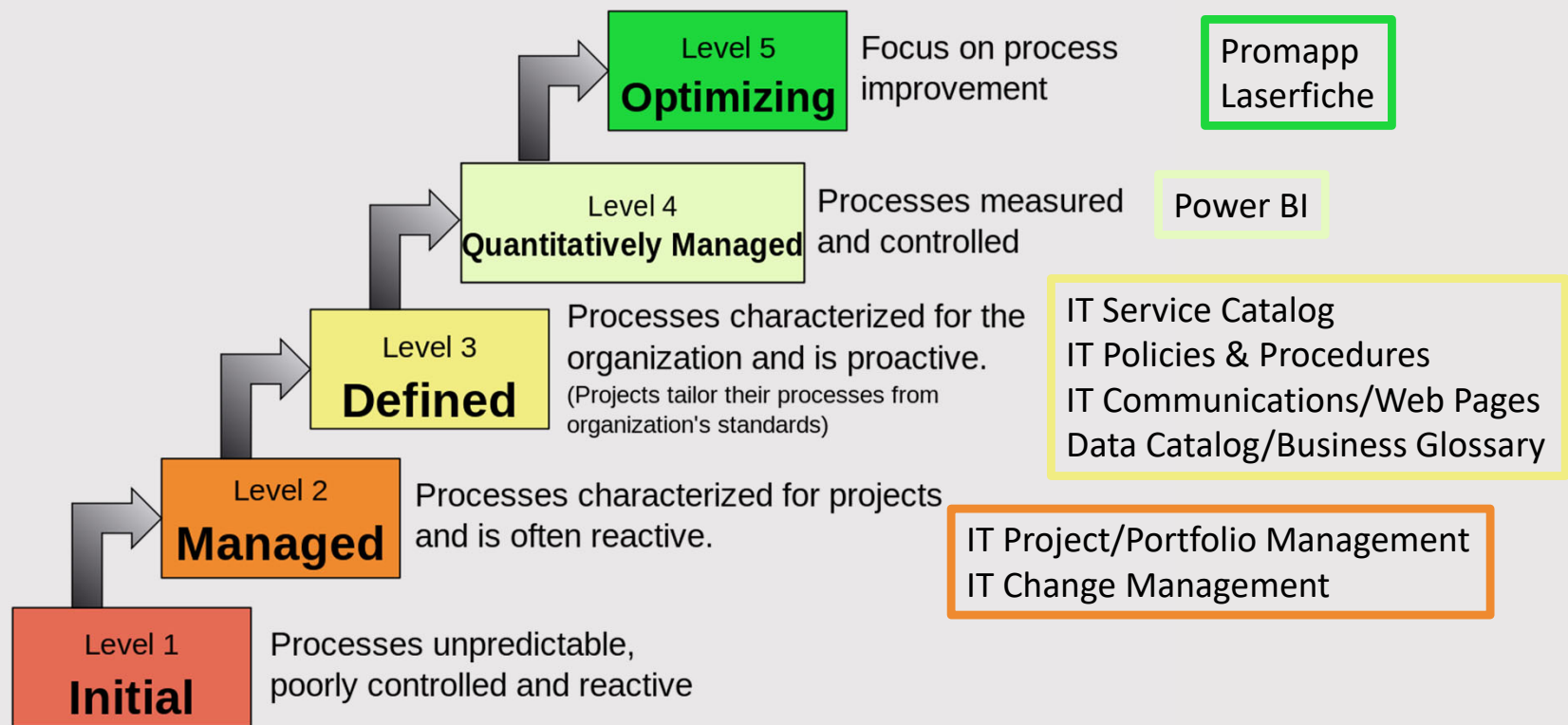
# Platform Choices: Architecture



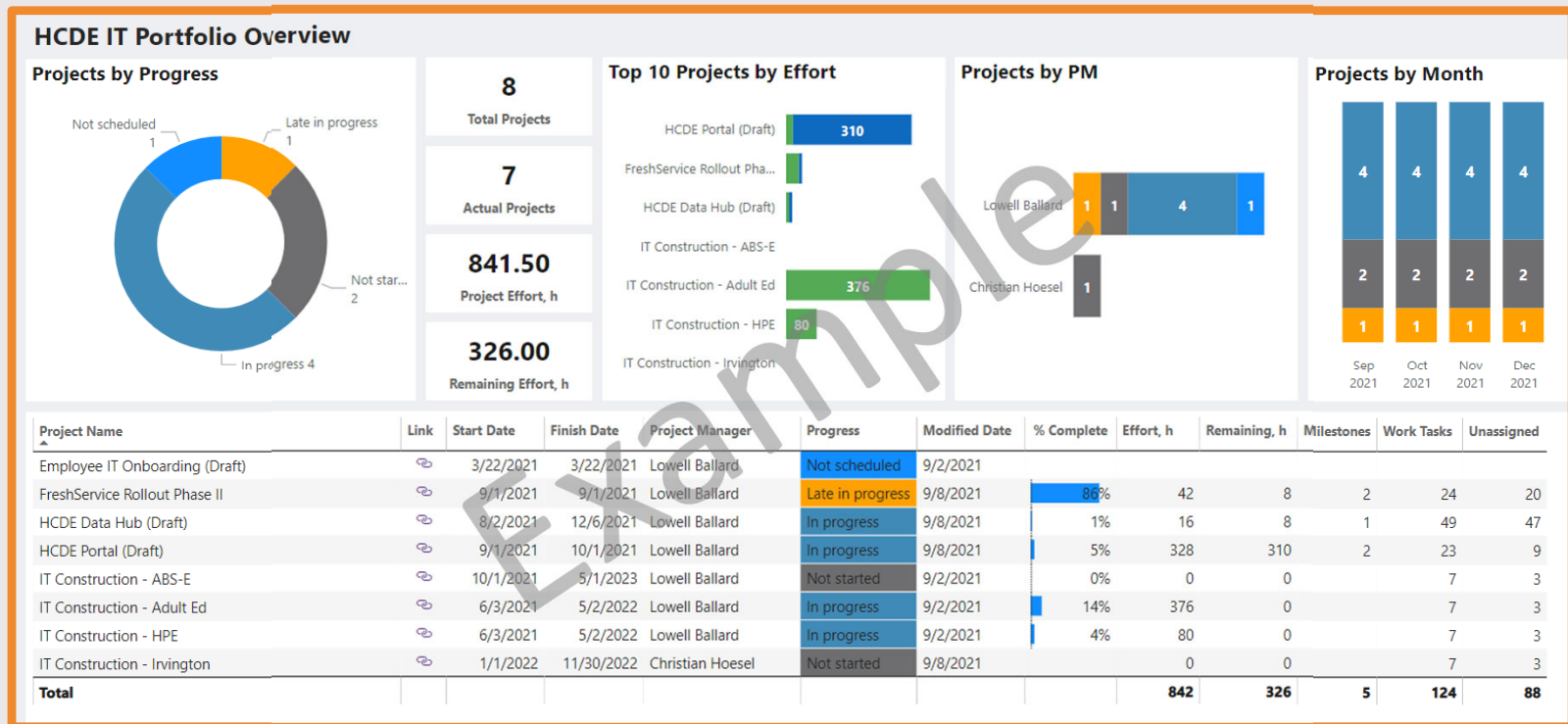
# Strategic Platform: The Cloud



# Strategic Direction: The Organizational Maturity Model



# IT Portfolio Management *(Managed)*

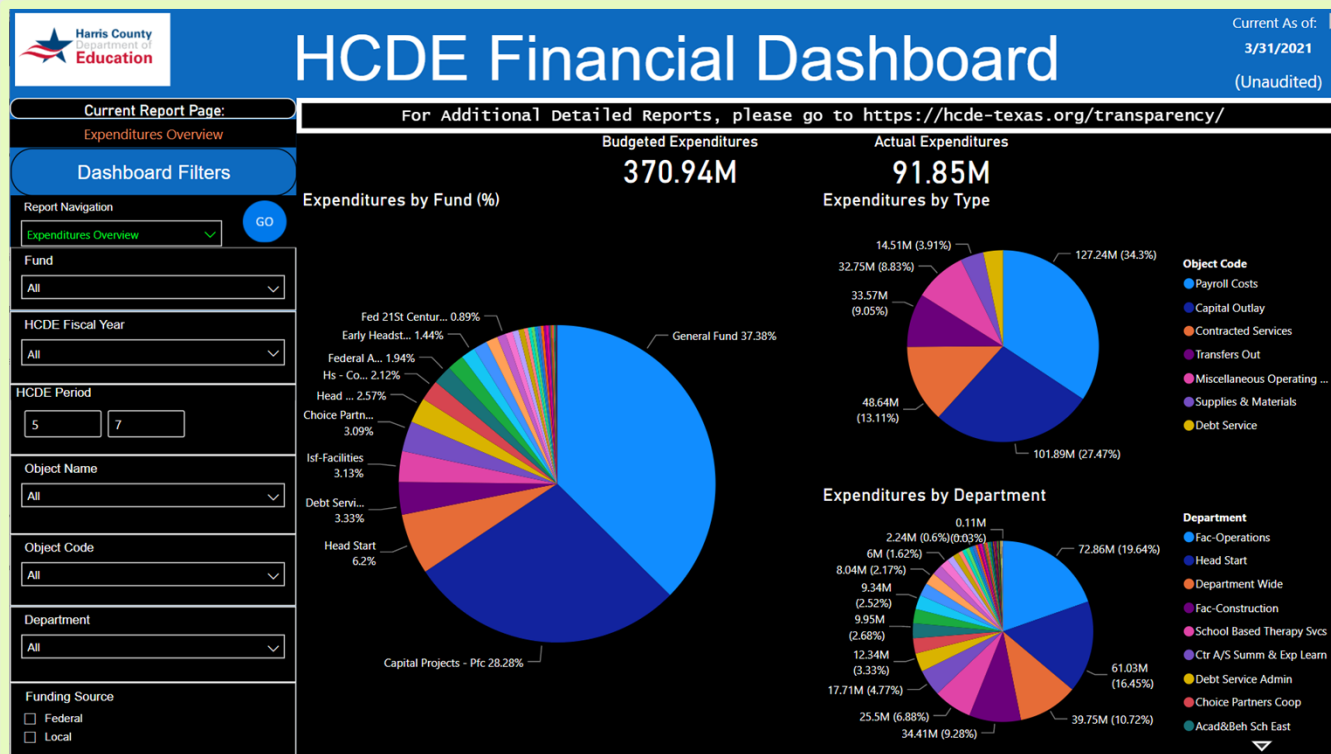


# IT Service Catalog *(Defined)*

A screenshot of the IT Service Catalog interface. On the left is a navigation sidebar with categories: All Service Items, Collaboration, Data Center, Data Services, Network, Security, Software, Teaching and Learning, Workstation Provisioning, Legacy, and Other. The main area is titled "ALL SERVICE ITEMS" and displays a grid of service cards. Each card includes a logo, the service name, and a brief description.

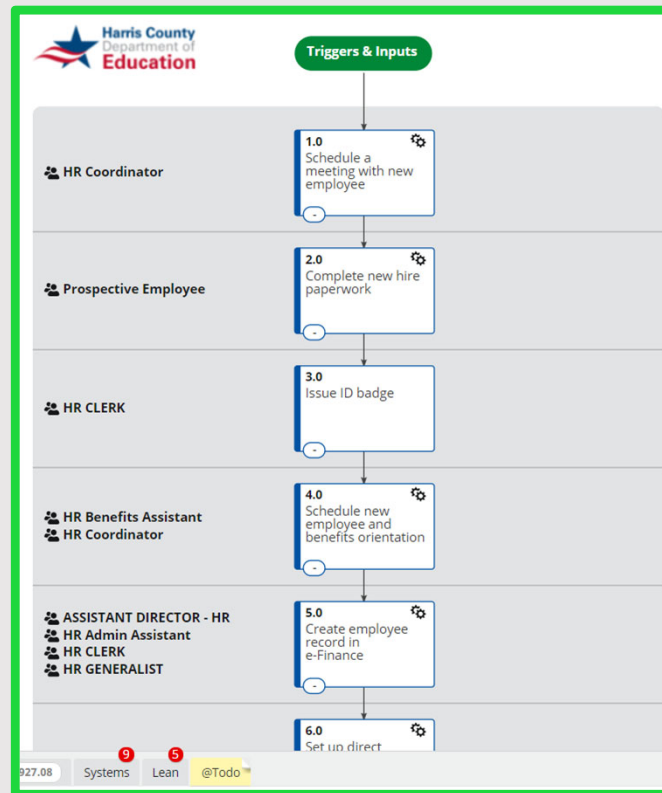
Service Name	Description
ARBS	Accounts Receivable and Billing
Airwave	Wireless Management
Appdiction	Online Forms
ArcGIS	Geographic Information System
Aruba APs	Wireless Access Points
AutoCad	Computer Aided Design (CAD)
Azure Active Directory	Identity and Access Services
Azure Data Factory	Integration Services
Azure Purview	Data Catalog
Azure Sentinel	Security Event and Incident Management (...)
BASS (AgendaQuick)	Board Agenda Submission System
Benefit Solver	Benefit Solver
Blackboard Learn	Blackboard Learning Management System
Blackboard Notify	Blackboard Notify
Canvas	Canvas

# Organizational Analytics *(Quantitative)*





# Process Management *(Optimizing)*

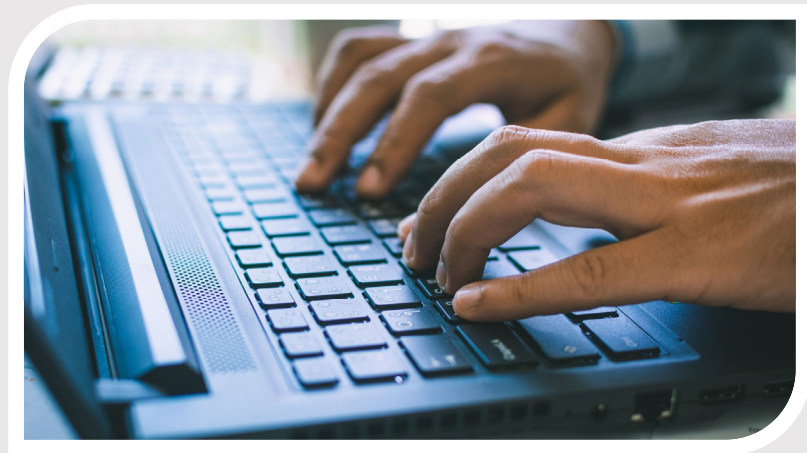




# Strategic IT Projects (*Plans for 2022*)



- Process Enhancements (Laserfiche/Promapp)
- Decision Support (Power BI)
- IT Project/Portfolio Management
- IT Peer/Customer Collaboration
- Employee Knowledge Transfer
- Employee IT Onboarding
- IT Security Enhancements
- Network Capital Improvement



# IT Security/Risk Reduction



- Custom HCDE Security Awareness Training
- Ransomware Attack Simulations/Incident Response Planning
- Enhanced Admin Account/Credentials Management
- Ransomware-Hardened Cloud Backup (Metallic)
- Disaster Recovery Plan Update and Test
- IT Security Policy Update/Socialization
- Secure unmanaged systems, devices and applications



Questions?



# Monthly Financial Report

**Regular Board Meeting**

**6.F.**

**Meeting Date:** September 15, 2021  
**Title:** Monthly Financial Statements  
**Submitted For:** Jesus Amezcua, Business Office  
**Recommended Action:** Approve

**Submitted By:** Stephanie Ritchie  
**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
2. Deliver value responsibly  
4. Provide cost savings by leveraging tax dollars

**Additional Resource Personnel:**

**Facilities/Technology Approval Needed?:** None

**Information**

**Posted Agenda Item:**

**Monthly Financial Reports through 08/31/2021** - Dr. Jesus Amezcua, Assistant Superintendent for Business Services

**Subject:**

Financial Reports for August as of August 31, 2021

**Rationale:**

Presentation of monthly financial reports

**Fiscal Impact**

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

Assistant Superintendent - Business  
Form Started By: Stephanie Ritchie  
Final Approval Date: 08/24/2021

**Reviewed By**

Jesus Amezcua

**Date**

08/24/2021 01:43 PM  
Started On: 08/20/2021 11:23 AM

Reports will be provided  
separately.

**Regular Board Meeting**

**6.G.**

**Meeting Date:** September 15, 2021  
**Title:** Annual of Excellence in Procurement Award 2021  
**Submitted For:** Kendra Jackson, Purchasing      **Submitted By:** Kendra Jackson  
**Additional Resource Personnel:** Dr. Jesus Amezcua, Kendra Jackson

---

**Information**

**Posted Agenda Item:**

**Presentation of 2021 Annual Achievement of Excellence in Procurement Award -** Dr. Jesus Amezcua, Assistant Superintendent for Business Services.

**Subject:**

Achievement of Excellence in Procurement Award

**Rationale:**

Presentation of 2021 Annual Achievement of Excellence in Procurement Award - Dr. Jesus Amezcua, Assistant Superintendent for Business Services.

---

**Attachments**

Award - Excellence in Procurement

---

**Form Review**

**Inbox**

Purchasing Director (Originator)  
Form Started By: Kendra Jackson  
Final Approval Date: 08/31/2021

**Reviewed By**

Kendra Jackson

**Date**

08/31/2021 03:53 PM  
Started On: 08/27/2021 03:24 PM



August 10, 2021

Dr. Jesus Amezcua  
Assistant Superintendent of Business Services  
Harris County Department of Education  
6300 Irvington Blvd.  
Houston, TX 77022

Dear Dr. Amezcua,

I am pleased to inform you that your agency's procurement department has earned the 2021 Achievement of Excellence in Procurement® Award. The continuously evolving AEP criteria are designed to measure and provide benchmarks for public procurement best practices.

The Harris County Department of Education is 1 of only 182 agencies in the United States and Canada and 1 of only 36 Special Districts to receive the award.

We encourage you to share this prestigious award with your governing body and organization. A sample press release is also available on our website at <https://www.npi-aep.org/aep-webinar-and-media2>

Congratulations on the 26<sup>th</sup> Annual 2021 Achievement of Excellence in Procurement® Award!

Sincerely,

Brian P. Garrity, CPSM, C.P.M., CPPB  
Achievement of Excellence in Procurement® Award Officer

cc: Dr. Jesus Amezcua, R.T.S.B.A, Ph.D., Assistant Superintendent of Business Services

The Achievement of Excellence in Procurement® recognizes organizational excellence in public and non-profit procurement. The award criteria are designed to measure innovation, professionalism, e-procurement, productivity, and leadership attributes of the procurement function. The Achievement of Excellence in Procurement® is sponsored by the National Procurement Institute (NPI), the California Association of Public Procurement Officials (CAPPO), the Canadian Public Procurement Council / Conseil canadien des marchés publics (CPPC), the Florida Association of Public Procurement Officials (FAPPO), the National Association of Educational Procurement (NAEP), the National Association of State Procurement Officials (NASPO), NIGP: The Institute for Public Procurement and the Texas Public Purchasing Association (TxPPA).



# Action Items - Consensus

# Monthly Disbursement Report

**Regular Board Meeting**

**7.A.1.**

**Meeting Date:** September 15, 2021

**Title:** August Disbursement Report

**Submitted For:** Jesus Amezcua, Business Office

**Submitted By:** Stephanie Ritchie

**Additional Resource Personnel:**

---

**Information**

**Posted Agenda Item:**

Disbursement Report

**Subject:**

August Disbursement Report

**Rationale:**

August Disbursement Report

---

**Attachments**

*No file(s) attached.*

---

**Form Review**

**Inbox**

Assistant Superintendent - Business  
Form Started By: Stephanie Ritchie  
Final Approval Date: 08/24/2021

**Reviewed By**

Jesus Amezcua

**Date**

08/24/2021 01:43 PM

Started On: 08/20/2021 11:24 AM

Reports will be provided  
separately.

# Monthly Budget Amendment Report

**Regular Board Meeting**

**7.A.2.**

**Meeting Date:** September 15, 2021

**Title:** Budget Amendment Report

**Submitted For:** Jesus Amezcua, Business Office

**Submitted By:** Stephanie Ritchie

**Additional Resource**

**Personnel:**

---

**Information**

**Posted Agenda Item:**

Budget Amendment Report

**Subject:**

Budget Amendment Report for September 2021

**Rationale:**

Amendments that increase/decrease a program budget must be approved by the board.

---

**Attachments**

*No file(s) attached.*

---

**Form Review**

**Inbox**

Assistant Superintendent - Business

Form Started By: Stephanie Ritchie

Final Approval Date: 08/24/2021

**Reviewed By**

Jesus Amezcua

**Date**

08/24/2021 01:43 PM

Started On: 08/20/2021 11:24 AM

Reports will be provided  
separately.



# Monthly Investment Report

**Regular Board Meeting**

**7.A.3.**

**Meeting Date:** September 15, 2021  
**Title:** Approval of Investment Report  
**Submitted For:** Jesus Amezcua, Business Office

**Submitted By:** Stephanie Ritchie

**Additional Resource Personnel:**

**Information**

**Posted Agenda Item:**

Monthly Investment Report for August 2021

**Subject:**

Consider approval of Investment report dated August 2021

**Rationale:**

In accordance with Texas Government Code, Section 2256, Public Funds Investment Act, HCDE has adopted written investment policy, CDA (LEGAL) and CDA (LOCAL) Other Revenues: Investments requiring the investment officers to prepare and submit a written report of investment transactions for the preceding reporting period to the Board of Trustees.

The attached report is for time period August 2021.

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

Assistant Superintendent - Business  
Form Started By: Stephanie Ritchie  
Final Approval Date: 08/24/2021

**Reviewed By**  
Jesus Amezcua

**Date**  
08/24/2021 01:43 PM  
Started On: 08/20/2021 11:25 AM

Reports will be provided  
separately.

# Minutes

**Regular Board Meeting**

**7.B.1.**

**Meeting Date:** September 15, 2021

**Title:**

**Submitted By:** Venetia Baldwin

**Recommended Action:** Approve

**HCDE Goal(s):**

**Additional Resource**

**Facilities/Technology**

**Personnel:**

**Approval Needed?:**

---

**Information**

**Posted Agenda Item:**

08/13/2021 Governmental Relations Committee Meeting

**Subject:**

**Rationale:**

---

**Fiscal Impact**

**Attachments**

08.13.2021 Gov't Rel Comm Mtg Minutes

---

**Form Review**

Form Started By: Venetia Baldwin

Started On: 09/09/2021 11:51 AM

Final Approval Date: 09/09/2021

This page intentionally  
left blank.

**Regular Board Meeting**

**7.B.2.**

**Meeting Date:** September 15, 2021

**Title:**

**Submitted By:** Venetia Baldwin

**Recommended Action:** Approve

**HCDE Goal(s):**

**Additional Resource**

**Facilities/Technology**

**Personnel:**

**Approval Needed?:**

---

**Information**

**Posted Agenda Item:**

08/18/2021 Board Meeting

**Subject:**

**Rationale:**

---

**Fiscal Impact**

**Attachments**

08.18.2021 Board Meeting Minutes

---

**Form Review**

Form Started By: Venetia Baldwin

Started On: 09/09/2021 11:53 AM

Final Approval Date: 09/09/2021

This page intentionally  
left blank.



This page intentionally  
left blank.

This page intentionally  
left blank.

This page intentionally  
left blank.

This page intentionally  
left blank.

This page intentionally  
left blank.

This page intentionally  
left blank.

This page intentionally  
left blank.

This page intentionally  
left blank.



This page intentionally  
left blank.

This page intentionally  
left blank.

This page intentionally  
left blank.

This page intentionally  
left blank.

**Regular Board Meeting**

**7.C.1.**

**Meeting Date:** September 15, 2021

**Title:** Early Head Start-Child Care Partnerships Budget Revision Grant Application  
06HP000311

**Submitted For:** Venetia Peacock, Head Start

**Submitted By:** Sharon McBride

**Recommended Action:** Approve

**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
2. Deliver value responsibly

**Additional Resource Personnel:** Dr. Jesus Amezcua, Jonathan Parker, Kendra Jackson, Venetia Peacock, James Stancill, Dr. Edna Johnson

**Facilities/Technology Approval Needed?:**

**Information**

**Posted Agenda Item:**

**Approval to submit a budget revision grant request application in the amount of \$23,167.60 to the U.S. Department of Health and Human Services (HHS), Office of Head Start (OHS) to purchase SPOT vision instruments and supplies to conduct required hearing screening for infants and toddlers; Early Head Start-Child Care Partnerships award notice 06HP000311.**

**Subject:**

Early Head Start-Child Care Partnerships; Budget Revision Grant Application; 06HP000311

**Rationale:**

The budget revision will allow HCDE Head Start to reallocate funds to purchase SPOT vision screening instruments and supplies to conduct required hearing screening for infants and toddlers.

**Fiscal Impact**

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

Head Start  
Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Sharon McBride (Originator)  
Head Start  
Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Sharon McBride

**Reviewed By**

Venetia Peacock  
Edna Johnson  
Kendra Jackson

**Date**

08/25/2021 05:37 PM  
09/01/2021 04:13 PM  
09/01/2021 04:15 PM

Started On: 08/25/2021 04:29 PM

**Regular Board Meeting**

**7.C.2.**

**Meeting Date:** September 15, 2021  
**Title:** HCDE ECA Grant Award  
**Submitted For:** Cleophas Rodgers, Asst Supt for Education & Enrichment  
**Submitted By:** Lidia Zatopek  
**Recommended Action:** Accept

**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
2. Deliver value responsibly  
3. Advocate for learners through innovation  
4. Provide cost savings by leveraging tax dollars

**Additional Resource Personnel:** CJ Rodgers, Dr. Jesus Amezcua, Kendra Jackson, Dr. Edna Johnson  
**Facilities/Technology Approval Needed?:** None

**Information**

**Posted Agenda Item:**

**Acceptance of funds from the Dallas College Foundation (DCF) and the Center for Transforming Alternative Preparation Pathways (STAPP) for the Educator Certification and Advancement (ECA) division** for a three-year CTAPP Transformation Fellowship Project in the amount of \$150,000 (\$50,000 per year) for the period of 08/01/2021 through 07/30/2024.

**Subject:**

HCDE Educator Certification and Advancement Division; acceptance of funds; Dallas College Foundation; \$150,000

**Rationale:**

**Funds from the Dallas College Foundation (DCF) and the Center for Transforming Alternative Preparation Pathways (STAPP) for the Educator Certification and Advancement (ECA) division** for a three-year CTAPP Transformation Fellowship Project in the amount of \$150,000 (\$50,000 per year) for the period of 08/01/2021 through 07/30/2024. Provide technical assistance to improve teacher preparation programming by partnering with educator preparation program to implement a high-quality, sustainable teacher preparation model aimed at increasing teacher effectiveness, diversity, and retention.

**Fiscal Impact**

**Attachments**

CTAPP MOU  
Dallas College MOU  
Acceptance Letter

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing	Edna Johnson	09/02/2021 12:40 PM
Purchasing Director	Kendra Jackson	09/02/2021 12:41 PM
Assistant Superintendent - Business	Jesus Amezcua	09/03/2021 03:56 PM

**CENTER FOR TRANSFORMING ALTERNATIVE  
PREPARATION PATHWAYS PROJECT:  
CTAPP-EPP**

This (the “CTAPP/EPP Agreement” or the “Agreement”)]is made and entered into by Dallas College (the “College”), a Texas political subdivision, on behalf of the Center for Transforming Alternative Preparation Pathways (CTAPP) and Harris County Department of Education (hereinafter, “EPP”), each of which may hereafter be referred to as a “party” or collectively the “parties.”

**WHEREAS**, the DCF applied for and received funds from the Bill and Melinda Gates Foundation (“Foundation” or ”Funder”) under Investment Number-029917] (the “Award”) to improve the quality of educators in classrooms across the state, while increasing the availability, awareness, and delivery capacity of alternative certification programs in Texas;

**WHEREAS**, CTAPP seeks to improve teacher preparation programming by partnering with educator preparation programs to implement a high-quality, sustainable teacher preparation model aimed at increasing teacher effectiveness, diversity, and retention;

**WHEREAS**, EPP has been identified as an educator preparation program in need of high-quality technical assistance to achieve its transformation goals.

**WHEREAS**, DCF contracted with CTAPP and EPP to help achieve the Award objective: transform programming and support implementation of rigorous, equitable teacher preparation models in Texas-based educator preparation programs (the “Project”), as set forth in those certain agreements by and between DCF and CTAPP, executed 8/1/2021, hereinafter referred to as the “Project Agreement;” and DCF and EPP, executed 8/23/2021, hereinafter referred to as “EPP Agreement”)

WHEREAS, pursuant to those agreements and in order to achieve the Award objective the parties must work together to produce a shared vision for improving student achievement outcomes though exceptional, data driven, and focused teacher preparation tactics (the “Collaboration”).

WHEREAS, this Agreement sets forth the specific details and key terms of the Collaboration, including the sharing of the data as required for performance of the Project and outlined in Appendix A-1, attached hereto and made a part of the Agreement for all purposes, and the obligations and activities to be undertaken by each in furtherance of the Project.

**NOW THEREFORE**, consistent with the parties’ obligations under applicable law and in consideration of the mutual promises made herein and intending to be legally bound hereby, the parties agree as follows:

**Definitions**

“Confidentiality Obligations” means the confidentiality provisions of this Agreement.

“Data Protection Laws” means all applicable federal, state, local, territorial, and international, laws, rules, regulations, or directives, as they may be amended from time to time, relating to data collected in performance of this Agreement, including but not limited to the Family Educational Rights and Privacy Act of 1974 and its implementing regulations at 34 CFR 99 (FERPA), and any other laws relating to confidentiality and privacy.

“Protection Measures” means administrative, physical, and technical measures necessary for the protection of Confidential Information.

“Security breach” means any unauthorized access, interception, use, disclosure or collection of Confidential Information which compromises the security, confidentiality, or integrity of Confidential Information.

**CTAPP and EFF:** The parties understand and agree:

1. That in addition to their obligations under their respective agreements with DCF, they must work together on matters related to the Project and collaborate to manage all aspects of the relationship to fully actualize the “four Quality Objectives,” as provided in paragraph 4 of this Section and the CTAPP Commitments by utilizing common outcome measures of effectiveness, sharing, data for purposes of improving practice and student outcomes, conducting research and disseminating findings across the profession. The parties further understand and agree that shared data and collective analysis of Project practices will serve to advance the measured effectiveness of all educator preparation programs.
2. The designated representatives for each party will meet as necessary and/or as determined by the Project schedule to review performance, learnings, and other matters related to the success of the Project.
3. That failure to make progress toward committed goals could lead to the loss of funding under the Award.
4. CTAPP will endeavor to support the progress and support of EPP; however, each EPP’s effort and progress will drive DCF decisions regarding funding and continuation of the Project. The following factors shall be considered:
  - a. EPP’s extent of use of CTAPP services.
  - b. Quality of EPP’s relations with key partner school district.
  - c. Degree of EPP provision of data, participation in data reviews and in the design-based program improvement teams.
  - d. EPP’s annual progress on the four Quality Objectives:
    - i. Quality Objective A. Programming builds teacher candidate competency to meet the needs of Black, Latino, and low-income students
    - ii. Quality Objective B. Program demonstrate commitment to using data for continuous improvement.
    - iii. Quality Objective C. Program ensures teacher educators are effective in preparing teacher candidates to work with Black, Latino, and low-income students
    - iv. Quality Objective D. Programming is responsive to K-12 school systems and the communities they serve
  - e. Outcome evidence about the quality of EPP’s new teacher graduates.



5. In Year One of the Project, CTAPP will focus on learning about EPP’s baseline starting points on the four Quality Objectives. Using the baseline assessment, CTAPP staff will work with EPP to jointly create an annual ITP and project management plan with the transformation goals, resources, timelines and personnel responsibilities. The ITP will determine CTAPP services/supports and will be the basis for quarterly and end-of-year monitoring under the Project.
6. As part of the Project, CTAPP will implement an annual, rigorous yet formative “critical friend” site review process. Specifically, the Project will provide fine-grained feedback about the observed teaching effectiveness of EPPs’ novice teachers and teacher educators and provide feedback about member providers’ curriculum design.

**CTAPP Role and Responsibilities.** CTAPP agrees to perform as set forth below for the Term.

1. CTAPP Role: CTAPP agrees to:
  - a. Design and implement sustainable, high-quality programming implemented with 100% of teacher candidates trained by the EPP’s organization;
  - a. Provide EPP with professional learning and development, focusing on implementing and scaling the specific Project commitments, as defined in the CTAPP & EPP Commitments.
  - b. Serve as a hub that enables spread and scale of effective teacher preparation practice.
  - c. Support EPP with an annual Individual Transformation Plan (ITP) that details responsibilities, timeline, and milestones to implement proven strategies, specifically a) piloting, b) scale-up and c) post-grant or no-grant cost internalization.
  - d. Accept responsibility for helping EPPs effectively implement the teacher education program transformation initiatives articulated in this Agreement.
2. CTAPP Responsibilities: CTAPP will provide direct support, tools, and resources to the Project, as well as support services to EPP to enable each EPP to transform its teacher education programming and serve as a disseminator of practice, a center for collective research, and a center of data. CTAPP agrees to:
  - a. Work with EPP to achieve the four Quality Objectives and meet the following:
    - i. Quality Objective A. Technical assistance providers and teacher preparation programs have clearly articulated and agreed-upon programming and outcomes
    - ii. Quality Objective B. The technical assistance provider uses data to continuously improve its programming and support
    - iii. Sustainability Objective A. Quality technical assistance can be sustained
    - iv. Reach Objective A. The technical assistance generates awareness in the field.
    - v. Impact Objective A. Teacher preparation programs are sustainable, scaled, and high-quality
  - b. Support all teacher educators with development of a deep understanding of the instructional rubric.
  - c. To monitor and report EPP’s implementation progress during the Term of the Agreement.

**EPP Role and Responsibilities.** EPP agrees to perform as set forth below for the Term.

1. EPP Role: EPP agrees to:
  - a. In collaboration with CTAPP, Design and implement sustainable, high-quality programming implemented with 100% of candidates trained by EPP.
  - b. Work with CTAPP to implement an Individualized Transformation Plan (ITP) to outline detailed EPP responsibilities, timeline, and milestones to achieve fully scaled transformation.
  - c. Accept responsibility for EPP’s role in helping CTAPP effectively implement the teacher education program transformation initiatives articulated in this Agreement.
2. EPP Responsibilities: EPP will work collaboratively with CTAPP to meet the four Quality Objectives, as well as:
  - a. Sustainability Objective A. Quality, scaled programming can be sustained
  - b. Scale Objective A. Quality programming is scaled within teacher preparation programs
  - c. Impact Objective A. Teacher candidates are diverse and effective
  - d. Impact Objective B. Program completers are diverse, effective and retained

**Term.**

Unless otherwise terminated in accordance with this Agreement, the term of this Agreement shall begin on August 1, 2021 or on the date on which the last party has signed and dated the Agreement the [EFFECTIVE DATE] (“Effective Date”) and expire on June 30, 2024 (“End Date”) (the “Term”), unless amended in writing by the parties or the Project Agreement is earlier terminated in which case this Agreement will automatically terminate.

**Personnel.**

1. Key Personnel. The following individuals shall serve as the primary points of contact in connection with the completion of the Scope of Work for the Project.

**At CTAPP:** Christopher Reid

**At EPP:** Lidia Zatopek

2. Unavailability of Key Personnel. Each party will promptly notify the other in writing of the name and contact information for any newly designated Key Personnel.

**Incorporation of the Award, Project Agreement and the EPP Agreement.**

Performance under this Agreement is in furtherance of the Project operating under the Award, the Project Agreement and the EPP Agreement. Accordingly, each party understands and agrees that this Agreement must be executed in conformity with the applicable provisions of the Award and their respective agreements with DCF.

**EPP Data and Research Information/Rights in Data.**

1. Party Data.
  - a. A Party's Data shall mean all data records within a party's custody and control that is collected and used in the ordinary course of business. The parties agree that each party shall retain ownership of its Party Data and that this Agreement does not convey ownership of a Party's Data shared by an part for the performance of this Agreement; such Party Data is and always will remain the sole property of the party. The parties further agree that any data shared in furtherance of this Project shall be shared in accordance with this Agreement.
2. Project Information. There are two types of "Project Information:"
  - a. All data compiled or collected by CTAPP and EPP specifically for the Project (i.e., information that is not collected and used in the ordinary course of business), including any documents, programming code, findings, and instruments, and any personally identifiable information included therein, including information about an identifiable individual, as defined in applicable Data Protection Laws, are Project Information, whether such data are in CTAPP or EPP's custody. Project Information also includes all Project-related research documents, programming code, findings, and instruments.
  - b. The parties understand and agree that when copies of a Party's Data are transferred to the other party in performance of this Agreement, those copies become Project Information and will be protected by the receiving as described below and expressly set forth in paragraph # of this Agreement.

## **Confidentiality.**

The parties shall keep all Project Information, including but not limited to EPP Data, in the strictest confidence, only making it available to personnel and members of the Project team with a need to access it. The parties shall comply with all applicable Data Protection Laws relating to this Agreement, and shall cause its employees, agents, consultants, contractors and contractors' subcontractors, employees and consultants to so comply.

1. Confidential Information. Each party understands and agrees that any Project Information, including but not limited to Party Data, that is in its custody, becomes known to it during, or is shared in performance of this Agreement is "Confidential Information." Each party shall provide the same or better protections it applies to its own confidential information to the Confidential Information shared or disclosed under this Agreement and agrees to not redisclose Confidential Information to any party not authorized to receive the information under this Agreement without the written permission of the disclosing party or unless required by law. The parties further understand and agree that such Confidential Information shall not be redisclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. The parties will notify their respective employees, agents, consultants, contractors and contractors' subcontractors, employees and consultants of this confidentiality requirement and require them to maintain the confidentiality of same. Use of or disclosure to any third party of any Confidential Information is a breach of the terms of this Agreement. Notwithstanding the foregoing, in the event that either party receives a request for information by administrative/judicial order or by law, including but not

limited to the Texas Public Information Act (“TPIA”), relating to this Agreement or information shared hereunder, the recipient of such request shall share it with the respective legal counsel of the parties to this Agreement and they shall work together to determine what information, if any, may be disclosable. Disclosure of any information responsive to a request under the TPIA shall be in strict compliance with any and all relevant federal and state statutes and regulations and shall not constitute a breach of this Agreement.

### **Security Standards.**

1. Each party’s system and infrastructure Protection Measures must meet general security standards. Maintenance must be sufficient and frequent enough to ensure the confidentiality and integrity of Confidential Information.
  - a. Notice of Breach.
    - i. If a party has any reason to believe that there has been a breach of the confidentiality of Confidential Information or a security breach, whether deliberate or inadvertent, the party with reason for the belief will make its best efforts to notify the other party within 24 hours of the discovery of the breach or possible breach or as required by applicable Data Protection Laws.
    - ii. In addition to any and all other rights the parties may have under this Agreement or applicable law, a party may further terminate this Agreement or any performance hereunder immediately upon written notice to the other party if the other party breaches the Confidentiality Obligations or its security obligations under this Agreement.
    - iii. For purposes of this Agreement, “Security breach” shall mean any unauthorized access, interception, use, disclosure or collection of Confidential Information which compromises the security, confidentiality, or integrity of Confidential Information.
  - b. Destruction. Upon completion of this Agreement, each party agrees to comply with the terms of the Data Sharing Requirements this Agreement, as they relate to the destruction of data shared thereunder, and/or with any request from the other party to dispose of the Confidential Information of the other party and to comply with reasonable written instructions of the requesting party regarding the disposition of such Confidential Information.
  - c. Survival of Confidentiality Provisions. The provisions in this Agreement regarding confidentiality will continue to bind both parties when the Agreement is completed or otherwise terminated.

### **Notice.**

All notices required or permitted to be given hereunder shall be sufficient if in writing and personally delivered; if sent by certified mail, return receipt requested, and postage prepaid; or if sent by national recognized courier, signature delivery required, addressed as follows:

**If to CTAPP:**

Christopher Reid  
4450 West Tidwell Road #E  
Houston, TX 77091

**If to EPP:**

Lidia G. Zatopek  
Harris County Department of Education  
6300 Irvington Blvd.  
Houston, TX 77022

**Insurance.**

During the Term, the parties shall maintain all appropriate insurance for their respective organizations and its insurance policies shall be placed with suitably licensed carriers with appropriate ratings. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the named insured with respect to this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress; invasion of privacy violations; information theft; damage to or destruction of electronic information; release of private or confidential information; alteration of electronic information; extortion and network security.

**Equal Opportunity/Non-Discrimination.**

Each party shall comply with all applicable federal, state, and local civil rights and non-discrimination laws, rules, and executive orders.

**Liability/Indemnification.**

CTAPP and EPP are separate and independent entities, and neither is the agent of the other. Each party agrees to be responsible for its own negligent actions or omissions, and those of its officers, agents, and employees in the performance or failure to perform under this Agreement.

To the extent allowed by law and without waiving any party's sovereign immunity, each party hereto agrees to defend, indemnify, and hold harmless the other party from any claims, demands, damages, losses, fines, penalties, and costs incurred by the indemnified party as a result of the indemnifying party's negligent acts or omissions or breach of this Agreement or arising out of any failure by the other party or its officers, agents, or employees to abide by the requirements of applicable Data Protection Laws, including but not limited to FERPA or its implementing regulations.

**Changes.**

This Agreement may be altered, amended, or modified only by a writing executed by duly authorized representatives of both parties. Each party shall promptly inform the other of any circumstances that warrant a change in the Scope of Work or the data to be provided under this Agreement. Any such modification shall be made in writing and upon written approval of both parties.

## **Termination.**

1. Right of Termination.
  - a. For Convenience. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.
  - b. For Cause. Either party may terminate this Agreement in whole or in part for material breach, provided that the terminating party gives written notice to the other party.
  - c. Availability of Funds. The parties agree and understand that performance under this Agreement is contingent in part upon, subject to, and dependent upon the receipt of Award funds by DCF from the Foundation and the appropriation and allotment of state funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the College's Board of Trustees (the "Board"). If any action is taken by the Foundation to suspend, decrease or terminate its fiscal obligation under the Award or in connection with this Agreement or if the Legislature fails to appropriate or allot, or the Board fails to allocate, funds that, in the College's sole discretion, are sufficient to cover the College's obligations under this Agreement, either party may amend decrease or terminate, in accordance with the terms herein its obligations under or in connection with this Agreement.. The parties acknowledge that availability of funds, as well as appropriation, allotment, and allocation of state funds are beyond the control of either party.
  - d. Notice of Termination. Upon receipt of a notice of termination, the non-terminating party shall cease performance under this Agreement on the specified termination date. In the event of termination by either part, within fourteen (14) days after receiving notice of termination, the parties shall return any information or resources shared or received under this Agreement.
2. Assurances and Notices.
  - a. The parties agree that all activity pursuant to this Agreement shall be consistent with this Agreement and any and all applicable current or future federal, state, and local laws, including but not limited to Data Protection Laws, and any and all applicable rules and regulations.
  - b. By signing this Agreement, each party represents to the other party that it has not been previously determined by a court of law, administrative agency, hearing officer, or similar decision-maker has determined that the conduct of the party or its officers or employees have caused either party to be in violation of the laws and regulations governing PII or applicable Data Protection Laws. If any such determination is made during the term of this Agreement, the party for which the determination is made shall immediately notify the other Party.
  - c. Each party shall notify the other party immediately if it determines or knows that PII has been improperly disclosed to personnel who do not have a legitimate interest in

the PII or to any third party. This requirement applies to PII provided by any source, not just the parties.

### **General Conditions.**

1. Limitations on Authority. No provisions to this Agreement shall be construed to limit the other party's jurisdiction, authority, power, privilege, and immunity pursuant to law.
2. Authorization and Related Parties. Each party's signatory to this Agreement represents that it is authorized to bind its organization to all terms of this Agreement, and to bind all related or associated institutions, individuals, employees, or contractors who may have access to data received pursuant to this Agreement or who may own, lease, or control equipment or facilities of any kind where the data shared under this Agreement is stored, maintained, or used in any way.
3. Independent Contractor. Nothing in this Agreement is intended to create, nor shall it be construed to create, any relationship between the parties other than that of independent contractors.
4. Legal Construction. In case any one or more provisions contained in this Agreement should for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provisions had never been contained in this Agreement. In the event this Agreement is inconsistent or conflicts with any other agreement between the parties, this Agreement shall prevail.
5. Applicable State Law and Compliance. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas.
6. Captions. The captions of the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns.
9. Entire Agreement. This Agreement, all Addenda and other attachments, which are incorporated and made a part of this Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those expressly contained in this Agreement. In the event any conflict exists between the terms and conditions of this Agreement and any other terms and conditions attached to or incorporated into this Agreement as an Addendum or other attachment that cannot be resolved on the face of such documents, then the terms of the Addendum or attachment, as the case may be, will control with respect to the subject matter of the applicable Addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above:

**EPP – Harris County DOE**

**CTAPP-Dallas College**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix A-1: Data Sharing Requirements

This Appendix, Data-Sharing Requirements, incorporated and made a part of the Agreement for all purposes, sets forth the processes EPP and CTAPP (collectively, the “parties”) shall employ and the requirements under the parties shall share in performance of the Project and pursuant to this Agreement. By executing this Agreement, the parties acknowledge that they have independently evaluated the terms of this Appendix, and voluntarily and knowingly agree to be bound by them.

The parties agree to the following for the purposes of sharing data:

1. Purpose, Scope, Duration of Disclosure.
  - a. The purpose and scope of the transfer of data under this Agreement is to facilitate the Project. EPP shall release “EPP Data” as described in Paragraph 2 of this Appendix. In the event the parties require a change in the scope of the transfer of data, such changes shall be documented by a written amendment to the Agreement, signed by both parties.
  - b. Similar CTAPP-EPP Agreements may be entered into with other educator preparation programs for the purposes of achieving their transformation goals. In such a case, EPP Data and the data of other educator preparation programs may be analyzed in comparison and/or in the aggregate in order to facilitate the purposes of the Project.
  - c. The duration of the disclosure is the same as the term of the Agreement. However, the parties may upon mutual written agreement extend the duration of the disclosure, with the written approval of DCF. Such extension shall be documented by a written amendment to the Agreement, signed by both parties.
  - d. CTAPP will submit requests for EPP Data to EPP during the Term, in accordance with the terms provided herein. EPP will provide requested data to CTAPP in de-identified format consistent with this Agreement. CTAPP may retain a de-identified copy of the information disclosed by EPP as long as the retention of information is consistent with the responsibilities of CTAPP under this Agreement and the Project Agreement and the purposes and scope of the Project.
  - e. The parties shall comply with all applicable federal, state, and local laws, ordinances, and regulations (“Laws”) relating to this Appendix, as amended from time to time, including but not limited to applicable Data Protection Laws, and shall cause its employees, consultants, and contractors and contractors’ employees, subcontractors and consultants to so comply.
2. Acknowledgement of and Information to be Disclosed in Data Sharing.
  - a. The parties acknowledge and agree that EPP will release EPP Data to CTAPP in de-identified format and that such EPP Data may be shared with DCF and Funder as necessary for compliance with terms of the Award or performance in furtherance of the Project. Notwithstanding the foregoing de-identification processes, CTAPP will consider the de-identified records to be “personally identifiable information” solely for purposes of data security measures, as may be required under Data Protection Laws. Thus, EPP Data is required to and shall be stored securely while at CTAPP.

The parties further acknowledge that the release of de-identified records is necessary for the completion of the Project.

- b. The parties acknowledge and agree that EPP will release to CTAPP such EPP Data as described below:
  - i. In order to foster a robust infrastructure for data sharing, EPP will be required to maintain a roster in an organized format of teacher candidates who enter individual teacher preparation programs that includes the following information from candidates:
    - 1) First and Last Name
    - 2) Date of Birth
    - 3) Gender
    - 4) TEA ID#
  - ii. EPP will share data with CTAPP on a quarterly or annual basis, depending on the data requested. CTAPP shall request EPP shall submit the following program data:
    - 1) Number of total candidates trained by the teacher preparation program
    - 2) Percentage % of candidates trained in the model that reflects all aspects of quality programming
    - 3) Enrollment demographics
    - 4) Evidence of candidate proficiency in content knowledge (e.g. scores on state content exams)
    - 5) Evidence of candidate proficiency in dispositions (e.g. scores on a disposition/professionalism rubric)
    - 6) Evidence of pre-service candidate proficiency in pedagogy (e.g. scores on state pedagogy exams or edTPA portfolio)
    - 7) Stakeholder survey feedback
      - a. Novice Teacher Surveys
      - b. Teacher Educator Surveys
      - c. Partnership/Admin Surveys
      - d. Student Achievement and/or Survey Data (where possible)
    - 8) Performance-based Assessment of teacher educator effectiveness:
      - a. Field supervisor performance data (instructional coaching performance)
      - b. Course instructor performance data (course facilitation performance)
    - 9) Performance-based Assessment of candidate effectiveness:
    - 10) An instructional rubric of effectiveness (i.e., T-TESS) that meets reliability and validity criteria.
    - 11) Observational measures of teacher candidate effectiveness on an instructional rubric.
    - 12) Completer Data
      - a. Candidate feedback (i.e. graduate exit survey)
      - b. Evidence of program completer proficiency, including:

- i. Attitudinal measures (e.g., survey data from program completers, hiring principals, students, parents)
  - ii. Observational measures (where possible)
  - iii. Outcome-based measures
  - iv. Program completer demographics
  - v. Program completer employment information
  - vi. Program completer retention rates
  
- 3. Students Included in Data. The sharing of student data is not contemplated by this Project or this Agreement. In the event, any student data is inadvertently shared under this Agreement the provisions applicable to data sharing set forth herein shall apply, as well as all applicable local, state and federal laws relating student data, including but not limited to FERPA. In the event either party shares with the other, whether intentionally or inadvertently, any Student PII under this Agreement, the receiving party agrees to destroy any Student PII it receives and that was not acquired by the receiving party in accordance with this Agreement or applicable laws.
  
- 4. Responsibilities of CTAPP.
  - a. CTAPP shall not re-disclose EPP Data to any party not authorized to receive the information under this Agreement without first obtaining the permission of EPP.
  - b. CTAPP shall access and use EPP Data provided by EPP only for the purpose of the Project and for no other purpose. Any use of EPP Data not specifically contemplated in this Agreement shall be considered a material breach of the Agreement. No party shall re-disclose EPP Data to any party not authorized to receive the information under this Agreement or not contemplated by the Agreement or Project without first obtaining the written permission of EPP and ensuring that personally identifiable information (PII) is removed, notwithstanding that the outcomes of the Project, referencing only aggregate de-identified data may be shared with the DCF and/or Funder and other educator preparation programs for the purpose of improving the quality of alternative certification programs in the state.
  - c. CTAPP will not request and the EPP shall not provide any Student Data or Student PII from the National Student Load Data System or the Free Application for Federal Student Aid (FAFSA) or the Institutional Student Information Record (ISIR) (hereinafter, collectively, “Financial Aid Data”), except as permitted by, and strictly in accordance with, the requirements of the Higher Education Act of 1965, as amended (HEA), and the Privacy Act of 1974, as amended, including, without limitation, de-identification of individual-level student information in Financial Aid Data as required by applicable law.
  - d. CTAPP shall use appropriate safeguards to prevent any unauthorized access to or use of the de-identified records provided by EPP.
  - e. CTAPP represents and warrants that only personnel working at the direction of CTAPP and pursuant to the Project who have legitimate interests will have access to the EPP Data (“Authorized Personnel”). Such Authorized Personnel who have access to EPP Data shall be advised of the confidential nature of the EPP Data and the safeguards required to protect the EPP Data. Upon request by EPP, CTAPP shall provide EPP with an up-to-date list of those individuals involved in the Project who

have access to EPP Data. EPP Data supplied by EPP shall at all times remain the property of the EPP.

5. Data Custodian. For purposes of this Agreement and for ensuring parties' compliance with the terms of this Section and all applicable Laws, the individuals designated in Section, "Personnel," of the Agreement shall serve as "Custodians" of the data received by the parties pursuant to this Agreement. The Custodian shall be responsible for transmitting all data requests and maintaining records of the data requested, received, and destroyed pursuant to this Agreement.
6. Transfer Protocol. The parties shall work cooperatively to determine and provide the proper secure medium and method for the transfer of data under this Agreement. Each party and any agents of the party will establish specific safeguards to assure the confidentiality and security PII.

**CENTER FOR TRANSFORMING ALTERNATIVE  
PREPARATION PATHWAYS PROJECT:  
DCF-EPP**

This Agreement (the “EPP Agreement” or the “Agreement”) is made and entered into by Dallas College Foundation (the “DCF”), a 501(c)(3) non-profit research organization, (the “Foundation”), and Any Educator Preparation Program, hereafter referred to as “Educator Preparation Program (“EPP”).

This Agreement consists of the attached Appendices (“Appendices”):

- Appendix A: Scope of Work
- Appendix B: Budget
- Appendix C: Award Requirements

**WHEREAS**, the DCF has applied for and received funds from the Bill and Melinda Gates Foundation (“Foundation” or” Funder”) under Investment Number-029917 (the “Award”) to improve the quality of educators in classrooms across the state, while increasing the availability, awareness, and delivery capacity of alternative certification programs in Texas;

**WHEREAS**, CTAPP seeks to improve teacher preparation programming by partnering with educator preparation programs to implement a high-quality, sustainable teacher preparation model aimed at increasing teacher effectiveness, diversity, and retention;

**WHEREAS**, DCF has contracted with Dallas College (the “College”) on behalf of the Center for Transforming Alternative Preparation Pathways (“CTAPP”) to help achieve the Award objective: transform programming and support implementation of rigorous, equitable teacher preparation models in Texas-based EPPs (the “Project”); as set forth in that certain agreement by and between DCF and CTAPP, executed 8/23/2021, hereinafter referred to as the “Project Agreement.”

**WHEREAS**, DCF has identified EPP as an educator preparation program in need of high-quality technical assistance to achieve its transformation goals and produce a shared vision for improving student achievement outcomes through exceptional, data driven, and focused teacher preparation tactics.

WHEREAS, DCF desires for CTAPP to provide such technical assistance to EPP (as a “Sub Awardee”), and for EPP to collaborate with CTAPP in furtherance of the Project, the details of which will be memorialized in a “CTAPP-EPP Agreement;”

WHEREAS, in performance of the Project CTAPP must obtain from the EPPs, and the EPP intends to share with CTAAP, certain data as described Appendix A-1 of the CTAPP-EPP Agreement, “Data Sharing Requirements,” attached hereto and made a part of this Agreement for all purposes;

**WHEREAS**, EPPs will be required to follow applicable local, state, and federal laws relating to performance under this Agreement and provisions of the Award in addition to any supplemental requirements imposed by DCF; and DCF will monitor the activities of CTAPP as necessary to ensure that Award funding is used for authorized purposes and that performance goals are achieved.

**NOW THEREFORE**, consistent with the parties' obligations under applicable law and in consideration of the mutual promises made herein and intending to be legally bound hereby, the parties agree as follows:

1. Definitions

“Confidentiality Obligations” means the confidentiality provisions of this Agreement.

“Data Protection Laws” means all applicable federal, state, local, territorial, and international, laws, rules, regulations, or directives, as they may be amended from time to time, relating to data collected in performance of this Agreement, including but not limited to the Family Educational Rights and Privacy Act of 1974 and its implementing regulations at 34 CFR 99 (FERPA), and any other laws relating to confidentiality and privacy.

“Protection Measures” means administrative, physical, and technical measures necessary for the protection of Confidential Information.

“Security breach” means any unauthorized access, interception, use, disclosure, or collection of Confidential Information which compromises the security, confidentiality, or integrity of Confidential Information.

2. Term.

Unless otherwise terminated in accordance with this Agreement, the term of this Agreement shall begin on August 1, 2021 or on the date on which the last party has signed and dated the Agreement, whichever occurs later [EFFECTIVE DATE] (“Effective Date”) and expire on June 30, 2024 (“End Date”) (the “Term”), unless amended in writing by the parties or the Project Agreement is earlier terminated in which case this Agreement will automatically terminate. EPP is not obligated to continue performance under, and DCF is not obligated to allocate funds to compensate EPP for expenses incurred or commitments made before the Effective Date or after the End Date of this Agreement.

3. Scope of Work.

The Project Director for purpose of direction of Project performance is Christopher Reid.

The parties have agreed to partner in the Project in accordance with the roles and responsibilities set forth in the Appendices. Accordingly, parties are responsible for

providing complete and satisfactory performance of this Agreement, in accordance with the roles and responsibilities set forth in the Appendices. Established industry standards shall be the measure of whether a party’s performance is satisfactory. In the event the parties require a change in the Scope of Work set forth in Appendix A such changes shall be documented by written amendment to this Agreement and signed by both parties.

4. Payment.

In consideration of EPP’s participation in the Project, DCF shall allocate Award funds to CTAPP for payment to EPP in the total Award Amount of \$150,000 in accordance with the Reporting and Payment Schedule set forth in the table below.

<b>REPORTING &amp; PAYMENT SCHEDULE</b>				
<i>Investment Period</i>	<i>Target, Milestone, or Reporting Deliverable</i>	<i>Due By</i>	<i>Payment Date</i>	<i>Payment Amount (U.S. \$)</i>
	Countersigned Agreement		Within 30 days after receipt of Countersigned Agreement	\$50,000
July 1, 2021 – June 30, 2022	Submission of complete Annual Progress Reporting (APR) that demonstrates progress on Teacher Preparation Outcomes & Indicators.	June 30, 2022	September 2022	\$50,000*
July 1, 2022 – June 30, 2023	Submission of complete Annual Progress Reporting (APR) that demonstrates progress on Teacher Preparation Outcomes & Indicators.	June 30, 2023	September 2023	\$50,000*
Start Date to June 30, 2024	Final Report that aligns to Teacher Preparation Outcomes & Indicators	June 30, 2024		
<b>Total Grant Amount</b>				<b>\$150,000*</b>

Payment is subject to EPP’s compliance with this Agreement, including achievement, and CTAPP’s verification, of any applicable Project targets, milestones, and reporting deliverables required under this Agreement. DCF may, in its reasonable discretion, modify payment dates or amounts and will notify CTAPP and EPP of any such changes in writing.

Funding awarded under this Agreement is consistent with the budget cycle of the Award. See Appendix B

5. Personnel.

- a. Key Personnel. The following individuals shall serve as the primary points of contact in connection with the completion of the Scope of Work for the Project.

**At DCF:** Josh Skolnick, Executive Director

**At EPP:** Lidia Zatopek, Director for Educator Certification and Advancement

**At CTAPP:** Christopher Reid, Director

- b. Unavailability of Key Personnel. Each party will promptly notify the other in writing of the name and contact information for any newly designated Key Personnel.

6. Reports.

EPP shall submit to CTAPP for submission to DCF reports in such quantity and frequency provided in the Reporting and Payment Schedule provided in paragraph 4 of this Agreement. Such reports must be on the Project templates and forms, which may be amended from time to time and shall note progress made toward achievement of the Project objectives, including demonstrating meaningful progress against the targets or milestones for that investment period. If meaningful progress has not been made, the report should explain why not and what adjustments EPP will or is making to address the deviation. Any changes to the established milestones or targets must be requested in writing and will be approved by DCF only after review and recommendation by CTAPP. EPP shall submit such other reports as required by the Project and/or the Award.

7. Inspection.

DCF has the right, upon reasonable advance notice, to inspect or otherwise evaluate work performed under this Project. Materials and deliverables furnished, and services performed pursuant to this Agreement are subject to inspection and test by DCF before acceptance. In the event that deliverables are not provided, or services are not performed in accordance with the specifications and instructions of DCF and/or CTAPP, DCF may require EPP to remedy the deficiency.

8. Incorporation of the Award.

DCF is operating the Project under the Award and intends for this Agreement to be executed in conformity with the applicable provisions of the Award. The Award includes certain provisions to which DCF is bound. DCF requires EPP to comply with those



applicable clauses and provisions listed in Appendix C (“Award Requirements”). Notwithstanding compliance with these applicable clauses and provisions, under no circumstances will this Agreement, in whole or in part, create a contractual relationship between the Funder and EPP.

9. Publicity.

Each party shall provide the other advance written notice and copies of any Project-related materials prepared for marketing, publicity, or presentation purposes. The party in receipt of such notice and materials shall review those materials and agrees to provide the other party with any comments. If EPP disseminates any Project-related materials such materials will appropriately attribute CTAPP or DCF’s work whenever it is reasonable to do so.

10. EPP Data and Research Information/Rights in Data.

a. EPP Data.

i. EPP Data shall mean all data records within EPP’s custody and control that are collected and used in the ordinary course of business. The parties agree that EPP shall retain ownership of its EPP Data and that this Agreement does not convey ownership of EPP Data shared by EPP for the performance of this Agreement; such EPP Data is and always will remain the sole property of EPP. The Parties further agree that EPP Data shall be shared in accordance with the Data Sharing Requirements.

b. Project Information. There are two types of “Project Information:”

i. All data compiled or collected by DCF, CTAPP and/or EPP specifically for the Project (i.e., information that is not collected and used in the ordinary course of business), including any documents, programming code, findings, and instruments, and any personally identifiable information included therein, including information about an identifiable individual, as defined in applicable Data Protection Laws, are Project Information, whether such data are in DCF, CTAPP or EPP’s custody. Project Information also includes all Project-related research documents, programming code, findings, and instruments. The parties understand and agree that Project Information shall be shared in accordance with the Data Sharing Requirements.

ii. DCF considers and EPP understands and agrees that when copies of EPP Data are transferred to CTAPP in performance of this Agreement, those copies become Project Information, subject to the protections described below and the Data Sharing Requirements.

## 11. Confidentiality.

The parties shall keep all Project Information, including but not limited to EPP Data, in the strictest confidence, only making it available to personnel and members of the Project team with a need to access it. The parties shall comply with all applicable Data Protection Laws relating to this Agreement, and shall cause its employees, agents, consultants, contractors and contractors' subcontractors, employees and consultants to so comply.

- a. Confidential Information. Each party understands and agrees that any Project Information, including but not limited to EPP Data, that is in its custody, becomes known to it during, or is shared in performance of this Agreement is "Confidential Information." Each party shall provide the same or better protections it applies to its own confidential information to the Confidential Information shared or disclosed under this Agreement and agrees to not redisclose Confidential Information to any party not authorized to receive the information under this Agreement without the written permission of the disclosing party or unless required by law. The parties further understand and agree that such Confidential Information shall not be redisclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. The parties will notify their respective employees, agents, consultants, contractors and contractors' subcontractors, employees and consultants of this confidentiality requirement and require them to maintain the confidentiality of same. Use of or disclosure to any third party of any Confidential Information is a breach of the terms of this Agreement. Notwithstanding the foregoing, in the event that either party receives a request for information by administrative/judicial order or by law, including but not limited to the Texas Public Information Act ("TPIA"), relating to this Agreement or information shared hereunder, the recipient of such request shall share it with the respective legal counsel of the parties to this Agreement and they shall work together to determine what information, if any, may be disclosable. Disclosure of any information responsive to a request under the TPIA shall be in strict compliance with any and all relevant federal and state statutes and regulations and shall not constitute a breach of this Agreement.

## 12. Security Standards.

- a. Each party's system and infrastructure Protection Measures must meet general security standards. Maintenance must be sufficient and frequent enough to ensure the confidentiality and integrity of Confidential Information.
- b. Notice of Breach.
  - i. If a party has any reason to believe that there has been a breach of the confidentiality of Confidential Information or a security breach, whether deliberate or inadvertent, the party with reason for the belief will make its best efforts to notify the other party within 24 hours of the discovery of the breach or possible breach or as required by applicable Data Protection Laws.

- ii. In addition to any and all other rights the parties may have under this Agreement or applicable law, a party may further terminate this Agreement or any performance hereunder immediately upon written notice to the other party if the other party breaches the Confidentiality Obligations or its security obligations under this Agreement.
  - iii. For purposes of this Agreement, “Security breach” shall mean any unauthorized access, interception, use, disclosure or collection of Confidential Information which compromises the security, confidentiality, or integrity of Confidential Information.
- c. Destruction. Upon completion of this Agreement, each party agrees to comply with the Data Sharing Requirements, as they relate to the destruction of data shared thereunder, and/or with any request from the other party to dispose of the Confidential Information of the other party and to comply with reasonable written instructions of the requesting party regarding the disposition of such Confidential Information.
- d. Survival of Confidentiality Provisions. The provisions in this Agreement regarding confidentiality will continue to bind both parties when the Agreement is completed or otherwise terminated.

13. Notice.

All notices required or permitted to be given hereunder shall be sufficient if in writing and personally delivered; if sent by certified mail, return receipt requested, and postage prepaid; or if sent by national recognized courier, signature delivery required, addressed as follows:

**If to DCF:**

Josh Skolnick  
 Dallas College Foundation, Inc.  
 1601 Botham Jean Blvd.  
 Dallas, TX 75215

**If to EPP:**

Lidia G. Zatopek  
 Harris County Department of Education  
 6300 Irvington Blvd.  
 Houston, TX 77022

**If to CTAPP:**

Christopher Reid  
 4450 West Tidwell Road #E  
 Houston, TX 77091

14. Insurance.

During the Term, the parties shall maintain all appropriate insurance for their respective organizations and its insurance policies shall be placed with suitably licensed carriers with appropriate ratings. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the named insured with respect to this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress; invasion of privacy violations; information theft; damage to or destruction of electronic information; release of private or confidential information; alteration of electronic information; extortion and network security.

15. Equal Opportunity/Non-Discrimination.

Each party shall comply with all applicable federal, state, and local civil rights and non-discrimination laws, rules, and executive orders.

16. Liability/Indemnification.

DCF and EPP are separate and independent entities, and neither is the agent of the other. Each party agrees to be responsible for its own negligent actions or omissions, and those of its officers, agents, and employees in the performance or failure to perform under this Agreement.

To the extent allowed by law and without waiving any party's sovereign immunity, each party hereto agrees to defend, indemnify, and hold harmless the other party from any claims, demands, damages, losses, fines, penalties, and costs incurred by the indemnified party as a result of the indemnifying party's negligent acts or omissions or breach of this Agreement or arising out of any failure by the other party or its officers, agents, or employees to abide by the requirements of applicable Data Protection Laws, including but not limited to FERPA or its implementing regulations.

17. Changes.

This Agreement may be altered, amended, or modified only by a writing executed by duly authorized representatives of both parties. Each party shall promptly inform the other of any circumstances that warrant a change in the Scope of Work or the data to be provided under this Agreement. Any such modification shall be made in writing and upon written approval of both parties.

18. Termination.

a. Right of Termination.

i. For Convenience. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

- ii. For Cause. Either party may terminate this Agreement in whole or in part for material breach, provided that the terminating party gives written notice to the other party.
- iii. Availability of Funds. The parties agree and understand that performance under this Agreement is contingent in part upon, subject to, and dependent upon the receipt of Grant Funds by DCF from the Foundation and the appropriation and allotment of state funds by the Texas State Legislature (the “Legislature”) and/or allocation of funds by the College’s Board of Trustees (the “Board”). If any action is taken by the Foundation to suspend, decrease or terminate its fiscal obligation under the Award or in connection with this Agreement or if the Legislature fails to appropriate or allot, or the Board fails to allocate, funds that, in the College’s sole discretion, are sufficient to cover the College’s obligations under this Agreement, DCF may amend decrease or terminate, in accordance with the terms herein its obligations under or in connection with this Agreement.. The parties acknowledge that availability of funds, as well as appropriation, allotment, and allocation of state funds are beyond the control of DCF. In the event of termination, DCF shall be liable for payment only for performance completed prior to the effective date of termination, provided such performance is in accordance with the provisions of this Agreement. DCF shall give written notice of the effective date of any suspension, amendment or termination under this paragraph.
- iv. Notice of Termination. Upon receipt of a notice of termination, the non-terminating party shall cease performance under this Agreement on the specified termination date. DCF shall pay EPP for satisfactory performance up to the date of receipt of the termination notice or the date specified therein. In the event of termination by DCF, within fourteen (14) days after receiving notice of termination, EPP shall return any information or resources shared or received under this Agreement to DCF. Such information and/or resources will be provided in the format specified by DCF.

19. Assurances and Notices.

- a. The parties agree that all activity pursuant to this Agreement shall be consistent with this Agreement and any and all applicable current or future federal, state, and local laws, including but not limited to Data Protection Laws, and any and all applicable rules and regulations.
- b. By signing this Agreement, each party represents to the other party that it has not been previously determined by a court of law, administrative agency, hearing officer, or similar decision-maker has determined that the conduct of the party or its officers or employees have caused either party to be in violation of the laws and regulations governing PII or applicable Data Protection Laws. If any such determination is made during the term of this Agreement, the party for which the determination is made shall immediately notify the other Party.
- c. Each party shall notify the other party immediately if it determines or knows that PII has been improperly disclosed to personnel who do not have a legitimate interest in the PII or to any third party. This requirement applies to PII provided by any source, not just the parties.

## 20. General Conditions.

- a. Limitations on Authority. No provisions to this Agreement shall be construed to limit the other party's jurisdiction, authority, power, privilege, and immunity pursuant to law.
- b. Authorization and Related Parties. Each party's signatory to this Agreement represents that it is authorized to bind its organization to all terms of this Agreement, and to bind all related or associated institutions, individuals, employees, or contractors who may have access to data received pursuant to this Agreement or who may own, lease, or control equipment or facilities of any kind where the data shared under this Agreement is stored, maintained, or used in any way.
- c. Independent Contractor. Nothing in this Agreement is intended to create, nor shall it be construed to create, any relationship between the parties other than that of independent contractors.
- d. Legal Construction. In case any one or more provisions contained in this Agreement should for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provisions had never been contained in this Agreement. In the event this Agreement is inconsistent or conflicts with any other agreement between the parties, this Agreement shall prevail.
- e. Applicable State Law and Compliance. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas.
- f. Captions. The captions of the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- h. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns.
- i. Entire Agreement. This Agreement, all Addenda and other attachments, which are incorporated and made a part of this Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any

promise or representation other than those expressly contained in this Agreement. In the event any conflict exists between the terms and conditions of this Agreement and any other terms and conditions attached to or incorporated into this Agreement as an Appendix or other attachment that cannot be resolved on the face of such documents, then the terms of the Appendix or attachment, as the case may be, will control with respect to the subject matter of the Appendix or attachment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above-

**Dallas College Foundation**

**EPP - Harris County DOE**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A: Scope of Work

This Appendix A, Scope of Work, incorporated and made a part of the Agreement for all purposes, evidences the parties' agreement with respect to performance in accordance with terms of the Agreement. By executing this Agreement, the parties acknowledge that they have independently evaluated the terms of this Appendix, and voluntarily and knowingly agree to be bound by them.

**A. EPP Role and Responsibilities.** EPP agrees to perform as set forth below for the Term. Any change to the Scope of Work must be authorized in writing by both parties.

1. EPP Role: EPP agrees to, in collaboration with CTAPP:
  - a. Design and implement sustainable, high-quality programming implemented with 100% of candidates trained by EPP.
  - b. Work with CTAPP to implement an Individualized Transformation Plan (ITP) to outline detailed EPP responsibilities, timeline, and milestones.
2. EPP Responsibilities: EPP will work collaboratively with CTAPP to meet the following objectives ("four Quality Objectives").
  - a. Quality Objective A. Programming builds teacher candidate competency to meet the needs of Black, Latino, and low-income students
  - b. Quality Objective B. Program demonstrate commitment to using data for continuous improvement.
  - c. Quality Objective C. Program ensures teacher educators are effective in preparing teacher candidates to work with Black, Latino, and low-income students
  - d. Quality Objective D. Programming is responsive to K-12 school systems and the communities they serve
  - e. Sustainability Objective A. Quality, scaled programming can be sustained
  - f. Scale Objective A. Quality programming is scaled within teacher preparation programs
  - g. Impact Objective A. Teacher candidates are diverse and effective
  - h. Impact Objective B. Program completers are divers, effective and retained
3. EPP Representations and Understandings.
  - a. EPP understands and agrees that:
    - i. Failure to make progress toward committed goals could lead to the loss of funding under the Award.
    - ii. EPP's progress and success will drive DCF's decisions regarding funding and continuation of the Project. DCF shall consider the following factors when determining allocation of funds and Project continuation:
      1. EPP's extent of use of CTAPP services.
      2. Quality of EPP's relations with key partner school district.
      3. Degree of EPP's provision of data, participation in data reviews and in the design-based program improvement teams.
      4. EPP's annual progress on the four Quality Objectives.
      5. Outcome evidence about the quality of EPP's new teacher graduates.



- iii. In Year One of the Project, CTAPP will focus on learning about each EPP's baseline starting points on the four Quality Objectives. The ITP and project management plan development with CTAPP will determine CTAPP services/supports and will be the basis for quarterly and end-of-year monitoring under the Project.
  - iv. As part of the Project, CTAPP will implement an annual, rigorous yet formative "critical friend" site review process. Specifically, the Project will provide fine-grained feedback about the observed teaching effectiveness of EPPs' novice teachers and teacher educators and provide feedback about member providers' curriculum design.
4. Data Sharing. In performing under this Agreement, EPP agrees to comply with and adhere to the requirements for data sharing as set forth in Data Sharing Requirements.

## Appendix B: Budget

This Appendix B, Budget, incorporated and made a part of the Agreement for all purposes, evidences the parties' agreement with respect to the provisions of services under and in accordance with terms of the Agreement. By executing this Agreement, the parties acknowledge that they have independently evaluated the terms of this Appendix, and voluntarily and knowingly agree to be bound by them.

A. **Project Budget Narrative:** EPP's budget for the Project consists of funding for: (1) personnel and benefits (2) travel (3) consultants (4) technology/other direct costs (5) indirect costs. Below is the approved budget narrative summary outlining each of the major cost drivers.

1. Personnel: \$0
2. Technology: \$1,900
  - a. Laptop (1): Laptop for Independent Contractor
3. Travel: \$0
4. Other Direct Costs: \$47,000
  - a. Consultant: Individual who will provide expertise in curriculum writing and development to be used in future years.
5. Indirect Costs: \$0

B. **Approved Project Budget Projections:** (see below)

Harris County Department of Education: Transformation Budget: Year 1					Fringe %		
A	B	C	D	E			
	Amount (\$)	%	Quantity	Total Cost Per Year			
1	<b>Personnel Costs</b>						
2				\$ -			
3				\$ -			
4				\$ -			
5				\$ -			
6				\$ -			
7				\$ -			
8				\$ -			
9				\$ -			
10				\$ -			
11	<b>Total Personnel Cost</b>	\$ -	0	\$ -			
12	<b>Technology Costs</b>						
13	Laptop	\$ 1,900	1	\$ 1,900			
14				\$ -			
15				\$ -			
16				\$ -			
17				\$ -			
18				\$ -			
19	<b>Total Technology/Supplies Cost</b>			\$ 1,900			
20	<b>Travel Costs</b>						
21				\$ -			
22				\$ -			
23	<b>Total Travel Cost</b>			\$ -			
24	<b>Other Direct Costs</b>						
25	Independent Consultant	\$ 47,000	1.00	\$ 47,000			
26				\$ -			
27				\$ -			
28				\$ -			
29				\$ -			
30	<b>Total Other Direct Costs</b>			\$ 47,000			
31							
32	<b>Direct Cost Subtotal</b>			\$ 48,900			
33							
34					Indirect cost %		
35	<b>Total Sub-award</b>	<b>(\$50,000 max)</b>		\$ 48,900			
36							

## **Appendix C: Award Requirements**

*This Agreement is in furtherance of the performance of the Project conduct by DCF under the Award and is therefore subject to the terms and conditions of the Award.*

*Referenced below are all applicable clauses of the Award with which DCF must comply, clauses that may reasonably apply to EPP, as Sub Awardee for the Project, for DCF to satisfy its contractual obligation. It is understood and agreed by the parties that this Agreement is intended to be executed in conformity with the applicable provisions of the Award. Under no circumstances, however, shall this Agreement, or any parts hereof be deemed to relieve DCF of its obligations under the Award, impose on EPP requirements or obligations to which it otherwise would not be subject or establish or create a contractual obligation between Foundation and EPP.*

### **I. Certifications and Assurances under the Award**

#### **ANTI-TERRORISM**

EPP agrees that it will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals ([www.treasury.gov/sdn](http://www.treasury.gov/sdn)) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion

#### **ANTI-CORRUPTION; ANTI-BRIBERY**

EPP agrees that it will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage.

#### **LOBBYING AND ELECTIONEERING PROHIBITION**

EPP agrees to not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. EPP acknowledges that the Foundation has not earmarked Grant Funds to support lobbying activities or to otherwise support attempts to influence legislation. All project activities will be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations. EPP further agrees to comply with any national, state, local, or other lobbying, gift, and ethics rules applicable to the Project. DCF is not retaining EPP to engage in lobbying activities.

#### **COMPLIANCE WITH LAWS AND REQUIREMENTS**

In carrying out the Project, EPP agrees to comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party. EPP agrees to conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, state, local, institutional, and school district or school network standards ("Requirements"). EPP will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity.

Incorporation in contracts at all tiers:

#### **INCORPORATION IN CONTRACTS AT ALL TIERS**

EPP agrees that in the event any contracts or subcontracts are awarded pursuant to this Agreement, such contracts or subcontracts shall include, and be bound by, the foregoing terms and conditions.



**CTAPP**  
Center for Transforming  
Alternative Preparation Pathways



Harris County Department of Education  
Educator Certification and Advancement Division  
Attn: Lidia G. Zatopek, M.ED., Director  
6300 Irvington Blvd  
Houston, TX 77022

Dear Lidia,

Congratulations! Upon reviewing your readiness assessment and interview, we are delighted to approve your application to **CTAPP's Inaugural Transformation Fellowship**.

Among your program's many strengths, we noted your commitment to supporting novice teachers however possible. CTAPP believes this strength, coupled with your desire for self-improvement and program growth, will fuel transformation efforts.

As a part of the Transformation Fellowship, your program will have the opportunity to reimagine equitable teacher preparation that best suits the needs of your teacher candidates, local school districts, and, ultimately, the PK-12 students. CTAPP looks forward to collaborating throughout this three-year transformation process.

Funding is pending approval from the Bill and Melinda Gates Foundation of your application and budget. Once approved, we will initiate a Memorandum of Understanding (MOU) for an anticipated funding date of August 1, 2021.

We look forward to your partnership, and once again, congratulations on your selection for the Transformation Fellowship!

Regards,

Christopher Reid  
Director of CTAPP

**Regular Board Meeting**

**7.C.3.**

**Meeting Date:** September 15, 2021

**Title:**

**Submitted By:** Venetia Baldwin

**Recommended Action:** Approve

**HCDE Goal(s):**

**Additional Resource**

**Facilities/Technology**

**Personnel:**

**Approval Needed?:**

**Information**

**Posted Agenda Item:**

**Approval of the First Amendment to the Memorandum of Understanding between HCDE and the Education Foundation of Harris County relating to HCDE’s Partners in Education Project and Tools for Teachers Program** to approve an additional 1,013 \$100 credit for Harris County ISD teachers to use to purchase classroom supplies and delegate authority to the Superintendent or his designee to negotiate, finalize, and execute said amendment.

**Subject:**

Approval of the First Amendment to the Memorandum of Understanding between HCDE and the Education Foundation of Harris County relating to HCDE’s Partners in Education Project and Tools for Teachers Program to approve an additional 1,073 \$100 credit for Harris County ISD teachers to use to purchase classroom supplies and delegate authority to the Superintendent or his designee to negotiate, finalize, and execute said amendment.

**Rationale:**

**Fiscal Impact**

**Attachments**

First Amendment to MOU

**Form Review**

Form Started By: Venetia Baldwin

Started On: 09/03/2021 04:05 PM

Final Approval Date: 09/03/2021

**AMENDMENT #1 TO MEMORANDUM OF UNDERSTANDING BETWEEN  
HARRIS COUNTY DEPARTMENT OF EDUCATION AND THE EDUCATION  
FOUNDATION OF HARRIS COUNTY RELATING TO HCDE’S PARTNERS  
IN EDUCATION PROJECT AND TOOLS FOR TEACHERS PROGRAM**

This Amendment #1 (“Amendment”) to the Memorandum of Understanding (as defined below) between Harris County Department of Education (“HCDE”), located at 6300 Irvington Boulevard, Houston, Texas 77022, and the Education Foundation of Harris County (“Foundation”), located at 6300 Irvington Boulevard, Houston, Texas 77022, is entered into effective as of the 16<sup>th</sup> day of September, 2021, by and between HCDE and the Foundation, in accordance with the terms and conditions specified herein.

WHEREAS, HCDE and the Foundation entered into that certain Memorandum of Understanding for services for a term beginning on July 22, 2021 and ending August 31, 2022, pursuant to which the Foundation agreed to provide HCDE assistance with HCDE’s Partners in Education Project (as described therein) and HCDE’s Tools for Teachers Program (as described therein) (the “Agreement”);

WHEREAS, pursuant to Article 9 of the Agreement, the Agreement may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated into the Agreement;

WHEREAS, HCDE and the Foundation desire to amend the Agreement by increasing HCDE’s commitment to the Tools for Teachers Program by a sum of \$101,300.00 so as to fund an additional 1,013 \$100 credits for Harris County ISD teachers, as detailed in this Amendment; and

WHEREAS, this Amendment has been duly approved by the authorized representatives of HCDE and the Foundation.

NOW, THEREFORE, in consideration of the promises and of their mutual undertakings, the validity and sufficiency of which are hereby acknowledged, HCDE and the Foundation agree as follows:

- 1. Article 3 “Partners in Education Project and Tools for Teachers Program” is amended by deleting the second sentence of the second paragraph of current Article 3 and replacing such sentence with the following:**

“The Tools for Teachers Program consists of 3,013 \$100 maximum credits for Harris County ISD teachers to use to purchase classroom supplies through an online catalog from a vendor competitively procured by HCDE.”

The remaining portion of Article 3 is unchanged and remains in full force and effect.



**2. Article 4 “HCDE Commitment” is amended by deleting item #1 in its entirety and replacing it with the following:**

“HCDE shall provide the Foundation with an amount of \$400,000 for the Partners in Education Project to be used for the Partners in Education Project’s grants, scholarships, and sponsorship activities during the Term of this MOU and an amount of \$301,300 for the Tools for Teachers Program to be used for the Tools for Teachers Program’s purchase of supplies for teachers during the Term of this MOU (collectively, the “Funds”).”

3. Except as expressly amended by this Amendment, the Agreement shall continue in full force and effect, according to its original terms.
4. Terms that are in capital letters used in this Amendment shall have the meanings given to them in the Agreement.
5. The parties agree that this Amendment may be delivered in multiple counterparts, each of which shall have the same effect as an original and may be executed and delivered electronically.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed and delivered this Amendment with effect as of the date and year written above.

Education Foundation of Harris County

Harris County Department of Education

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

Steven David  
Chair of the Board  
19918 Standing Cypress Dr.  
Spring, TX 77379

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

James Colbert, Jr.  
Superintendent  
6300 Irvington Blvd  
Houston, Texas 77022

**Regular Board Meeting**

**7.D.1.**

**Meeting Date:** September 15, 2021  
**Title:** Revenue contracts  
**Submitted For:** Kendra Jackson, Purchasing

**Submitted By:** Kendra Jackson

**Recommended Action:**

**HCDE Goal(s):**  
**Facilities/Technology**  
**Approval Needed?:**

**Additional Resource**  
**Personnel:**

**Information**

**Posted Agenda Item:**

**Approval of Interlocal (revenue) contracts for FY 2022 for Therapy Services in the aggregate amount of \$5,422,851 with School-Based Therapy Services with the following districts:** Houston ISD (1501 students served in FY20) in the amount of \$2,375,575, KIPP Texas Public Schools - Houston (30 students served in FY20) in the amount of \$52,426; Cypress-Fairbanks ISD (1593 students served in FY20) in the amount of \$2,823,116; Barbers Hill ISD (58 students served in FY20) in the amount of \$98,952; and Dayton ISD (44 students served in FY20) in the amount of \$72,782.

**Subject:**

Interlocal (revenue) contract for School-Based Therapy Services for FY 22.

**Rationale:**

HCDE School-Based Therapy Services will provide occupational and physical therapy services.

**Fiscal Impact**

**Attachments**

KIPP  
Cypress Fairbanks  
Barbers Hill  
Dayton  
HISD

**Form Review**

**Inbox**

Assistant Superintendent - Business  
Form Started By: Kendra Jackson  
Final Approval Date: 09/02/2021

**Reviewed By**

Jesus Amezcua

**Date**

09/02/2021 02:07 PM  
Started On: 08/25/2021 12:11 PM



School-Based Therapy Services

Interlocal Contract Between Harris County Department of Education and

KIPP Texas Public Schools - Houston

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract (the "Contract") is made and entered into between Harris County Department of Education ("HCDE") and KIPP Texas Public Schools - Houston for the purpose of performing governmental functions and services and to state the terms, rights, and duties of the Contracting parties during the 2021-2022 school year (8/16/2021 - 8/15/2022).

Arrangement

HCDE agrees to provide the services as described below. KIPP Texas Public Schools - Houston agrees to pay for the services within thirty (30) days of receiving an invoice for the services.

Table with 4 columns: Type(s) of Service(s), Total Days/Hours, Cost Day/Hour, Total Cost. Rows include Occupational Therapy, Physical Therapy, Occupational Therapy Assistant, and a Total row.

Additional Terms

- 1. This Contract may be terminated by either party without cause with thirty (30) days advance written notice.
2. This Contract constitutes the sole agreement of the parties relative to the purpose(s) of this Contract...
3. This Contract shall be construed under the laws of the State of Texas...
4. Each party paying for the performance of governmental functions must make those payments from current revenues...
5. Each party acknowledges that this Contract has been authorized by the governing body of each party...
6. Neither this Contract, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereof.
7. This Contract does not create a joint venture or business partnership under Texas law.
8. The total amount of this Contract is an estimate based on data provided by both parties.
9. In the event that the District makes a payment to HCDE with a credit card, the District agrees to pay to HCDE a surcharge fee...
10. HCDE will make every attempt to provide the number of days as indicated, however, some alterations in the staffing...
11. In accordance with Senate Bill 9, HCDE submits fingerprints to the State Board for Educator Certification (SBEC)...
12. Harris County Department of Education adheres to the Uniform Grant Guidance as codified in 2 CFR Part 200...

Agreed to:

[Signature]

Jesus Amezcua for James Colbert Jr.
Jesus Amezcua for James Colbert Jr. (Aug 2, 2021 17:07 CDT)

Superintendent/Designee Mitchell Elatkin - MD of Special James Colbert, Jr., County School Superintendent
July 21, 2020 Pops Aug 2, 2021

Date

Date

For HCDE office use only:

Revenue Account No. 199-2-00-111-00-111-5726-0000

Contract Code TS35990



James Colbert, Jr., County School Superintendent
6300 Irvington Boulevard \* Houston, Texas 77022 \* Tel: 713.696.6300 \* www.hcde-texas.org





# School-Based Therapy Services

## Interlocal Contract Between Harris County Department of Education and

Cypress-Fairbanks ISD

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract (the "Contract") is made and entered into between Harris County Department of Education ("HCDE") and Cypress-Fairbanks ISD for the purpose of performing governmental functions and services and to state the terms, rights, and duties of the Contracting parties during the 2021-2022 school year (8/16/2021 - 8/13/2022).

### Arrangements

HCDE agrees to provide the services as described below. Cypress-Fairbanks ISD agrees to pay for the services within thirty (30) days of receiving an invoice for the services.

Type(s) of Service(s)	Total Days	Cost Day	Total Cost
<u>Occupational Therapy</u>	<u>3127</u>	<u>\$482</u>	<u>\$1,507,214</u>
<u>Physical Therapy</u>	<u>851</u>	<u>\$482</u>	<u>\$410,182</u>
<u>Music Therapy</u>	<u>460</u>	<u>\$482</u>	<u>\$221,720</u>
<u>Occupational Therapy Assistant</u>	<u>1,328</u>	<u>\$380</u>	<u>\$504,640</u>
<u>Physical Therapist Assistant</u>	<u>472</u>	<u>\$380</u>	<u>\$179,360</u>
			<u>\$2,823,116</u>

### Additional Terms

1. This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE's obligations under this Contract are contingent on it acquiring and maintaining sufficient staffing through reasonable efforts to satisfy its obligations under this Contract and all similar obligations under its contracts with other districts. In the event of termination, Cy-Fair ISD will compensate HCDE for services provided up to the termination date.
2. This Contract constitutes the sole agreement of the parties relative to the purpose(s) of this Contract and supersedes any other oral or written understandings or agreements. This Contract may only be amended in writing with the consent of both parties. This Contract is not assignable.
3. This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
4. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
5. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
6. Neither this Contract, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereof.
7. This Contract does not create a joint venture or business partnership under Texas law.
8. The total amount of this Contract is an estimate based on data provided by both parties. Invoices will be sent by HCDE for services rendered during the term of this agreement.
9. In the event that the District makes a payment to HCDE with a credit card, the District agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
10. HCDE will make every attempt to provide the number of days as indicated, however, some alterations in the staffing within an individual discipline may be necessary. No changes to the staffing will be made without mutual written consent. In no case will the dollar amount of the contract be exceeded without a formal contract amendment.
11. In accordance with Senate Bill 9, HCDE submits fingerprints to the State Board for Educator Certification (SBEC) on all new employees, and pursues criminal history background checks annually on all HCDE employees.
12. Harris County Department of Education adheres to the Uniform Grant Guidance as codified in 2 CFR Part 200, otherwise known as Edgar Department General Administrative Regulations (EDGAR).

Agreed to: [Signature]  
 Superintendent/Designee  
 Date: 7/19/21

Jesus Amezcua for James Colbert Jr.  
 Jesus Amezcua for James Colbert Jr. (Aug 2, 2021 17:18 CDT)  
 James Colbert, Jr., County School Superintendent  
 Aug 2, 2021  
 Date

For HCDE office use only:  
 Revenue Account No. 199-2-00-111-00-111-5726-0000

Contract Code: TS-21880



James Colbert, Jr., County School Superintendent  
 6300 Irvington Boulevard \* Houston, Texas 77022 \* Tel: 713.696.6300 \* www.hcde-texas.org

SIGN HERE

Return to Diana Folken



School-Based Therapy Services

Interlocal Contract Between Harris County Department of Education and

Barbers Hill ISD

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract (the "Contract") is made and entered into between Harris County Department of Education ("HCDE") and Barbers Hill ISD for the purpose of performing governmental functions and services and to state the terms, rights, and duties of the Contracting parties during the 2021-2022 school year (8/16/2021 - 8/15/2022).

Arrangement

HCDE agrees to provide the services as described below. Barbers Hill ISD agrees to pay for the services within thirty (30) days of receiving an invoice for the services.

Table with 4 columns: Type(s) of Service(s), Total Days/Hours, Cost Day/Hour, Total Cost. Rows include Music Therapy and Occupational Therapy, with a Total row at the bottom.

Additional Terms

- 1. This Contract may be terminated by either party without cause with thirty (30) days advance written notice.
2. This Contract constitutes the sole agreement of the parties relative to the purpose(s) of this Contract and supersedes any other oral or written understandings or agreements.
3. This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
4. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
5. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
6. Neither this Contract, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereof.
7. This Contract does not create a joint venture or business partnership under Texas law.
8. The total amount of this Contract is an estimate based on data provided by both parties. Invoices will be sent by HCDE for services rendered during the term of this agreement.
9. In the event that the District makes a payment to HCDE with a credit card, the District agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
10. HCDE will make every attempt to provide the number of days as indicated, however, some alterations in the staffing within an individual discipline may be necessary. No changes to the staffing will be made without mutual written consent. In no case will the dollar amount of the contract be exceeded without a formal contract amendment.
11. In accordance with Senate Bill 9, HCDE submits fingerprints to the State Board for Educator Certification (SBEC) on all new employees, and pursues criminal history background checks annually on all HCDE employees.
12. Harris County Department of Education adheres to the Uniform Grant Guidance as codified in 2 CFR Part 200, otherwise known as Edgar Department General Administrative Regulations (EDGAR).

Agreed to:

Aue Garcia

Superintendent/Designee

Date

7/26/21

Issue Amozcua for James Colbert Jr.

James Colbert, Jr., County School Superintendent

Date

Aug 10, 2021

For HCDE office use only:

Revenue Account No. 199-2-00-111-00-111-5726-0000

Contract Code

TS 14530

(DT)



James Colbert, Jr., County School Superintendent
6300 Irvington Boulevard \* Houston, Texas 77022 \* Tel: 713.696.6300 \* www.hcde-texas.org





School-Based Therapy Services

Interlocal Contract Between Harris County Department of Education and

Dayton ISD

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract (the "Contract") is made and entered into between Harris County Department of Education ("HCDE") and Dayton ISD for the purpose of performing governmental functions and services and to state the terms, rights, and duties of the Contracting parties during the 2021-2022 school year (8/16/2021 - 8/15/2022).

Arrangement

HCDE agrees to provide the services as described below. Dayton ISD agrees to pay for the services within thirty (30) days of receiving an invoice for the services.

Table with 4 columns: Type(s) of Service(s), Total Days/Hours, Cost Day/Hour, Total Cost. Rows include Physical Therapy (30 Days, \$482.00, \$14,460.00) and Occupational Therapy (121 Days, \$482.00, \$58,322.00). Total: \$72,782.00

Additional Terms

- 1. This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE's obligations under this Contract are contingent on it acquiring and maintaining sufficient staffing through reasonable efforts to satisfy its obligations under this Contract and all similar obligations under its contracts with other districts. In the event of termination, Dayton ISD will compensate HCDE for services provided up to the termination date.
2. This Contract constitutes the sole agreement of the parties relative to the purpose(s) of this Contract and supersedes any other oral or written understandings or agreements. This Contract may only be amended in writing with the consent of both parties. This Contract is not assignable.
3. This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
4. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
5. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
6. Neither this Contract, nor any term or provision hereof, nor any inclusion by reference shall be considered as being for the benefit of any party not in signatory hereof.
7. This Contract does not create a joint venture or business partnership under Texas law.
8. The total amount of this Contract is an estimate based on data provided by both parties. Invoices will be sent by HCDE for services rendered during the term of this agreement.
9. In the event that the District makes a payment to HCDE with a credit card, the District agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
10. HCDE will make every attempt to provide the number of days as indicated, however, some alterations in the staffing within an individual discipline may be necessary. No changes to the staffing will be made without mutual written consent. In no case will the dollar amount of the contract be exceeded without a formal contract amendment.
11. In accordance with Senate Bill 9, HCDE submits fingerprints to the State Board for Educator Certification (SBOEC) on all new employees, and pursues criminal history background checks annually on all HCDE employees.
12. Harris County Department of Education adheres to the Uniform Grant Guidelines as codified in 2 CFR Part 200, otherwise known as Edgar Department General Administrative Regulations (EDGAR).

Agreed to: [Signature]
Superintendent/Designee
Date: 8/16/21

Issue Authorization for James Colbert Jr.
James Colbert Jr., County School Superintendent
Aug 10, 2021
Date

For HCDE office use only:
Revenue Account No. 199-2-00-111-001-11-5726-1400

Contract Code TS 22320



James Colbert, Jr., County School Superintendent
6300 Irvington Boulevard \* Houston, Texas 77022 \* Tel: 713.696.6300 \* www.hcde-texas.org

**SERVICES CONTRACT  
BETWEEN  
HOUSTON INDEPENDENT SCHOOL DISTRICT  
AND  
HARRIS COUNTY DEPARTMENT OF EDUCATION (OT/PT Services [IDEA])**

THIS SERVICES CONTRACT ("Contract") is made and entered into by and between the Houston Independent School District ("HISD" or "District"), 4400 West 18<sup>th</sup> Street, Houston, Texas 77092, and Harris County Department of Education ("Provider"), 6300 Irvington Blvd, Houston, Texas 77022.

**WHEREAS**, HISD desires to hire Provider to perform services as outlined in the scope section in this Contract;

**WHEREAS**, HISD has determined that such services are in support of its educational objectives;

**NOW THEREFORE**, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

**I. SERVICES TO BE PROVIDED BY PROVIDER (SCOPE OF WORK):**

Provider agrees to provide to HISD:

- The Contractor shall furnish and provide 26 full time equivalent (FTE) physical therapist (PT) and/or occupational therapist (OT) personnel. These services are provided at a rate of \$475 per 7.5-hour workday or \$63.33 per hour. Break times afforded personnel during the workday (e.g. lunch) are not charged to the district.
- The Contractor shall furnish and provide 5 full time equivalent (FTE) physical therapy assistant (PTA) and/or occupational therapy assistant personnel. These services are provided at a rate of \$375 per 7.5 hour workday at \$50.00 per hour. Break times afforded personnel during the workday (e.g. lunch) are not charged to the district.

**Aspects of Services Provided at No additional Cost to Houston ISO:**

- The Contractor will provide professional development, with content specific to best practices for therapist working under IDEA and ESSA. This professional development also provides continuing education hours necessary to maintain professional licensure or certification.
- The Contractor will provide supervision by a manager who is an OT or PT who has experience in school practice. Supervision includes on-site visits to observe therapists as they-work with children and other members of the team; and they will collaborate with the Manager of OT/PT services in Houston ISO to provide feedback to address job performance and promotes continued professional growth.
- The contractor will provide up to 5 paid days and financial reimbursement for the

- cost of professional development relevant to OT/PT school practice.
- The Contractor will provide an initial orientation which includes an overview of IDEA and school-based therapy for OT/PT services.
- The Contractor shall furnish and provide 10 months of wireless internet access for all personnel providing services in the HISD.
- The Contractor shall furnish and provide an internet accessible mobile computing device compatible with Window 10 or later able to operate Kurzweil 3000 Version 15 or later software along with Microsoft Office 365 for all personnel providing services in the HISD.
- The Contractor will make every attempt to provide the number of personnel and services as indicated, however, some alterations in the staffing within an individual discipline may be necessary. No changes to the staffing will be made without mutual written consent. In no case will the dollar amount of the contract be exceeded without a formal contract amendment.
- Occupational therapy and physical therapy services recommended through the : ARD/IEP process; Occupational therapy and physical therapy screening and evaluation services; Assistive technology services addressing written production . and computer access; Act as campus resources in addressing adaptation strategies for including children with disability in the general education setting; Provide classroom-based support services for highly specialized special education instructional programs to assist classroom personnel in the design and implementation of instructional strategies that facilitate the motoric development and independent participation of children with disabilities in the instructional program.
- HISD and the Contractor agree and understand that the parent(s) of these students have voluntarily given their permission for students to receive the services to be provided by this Agreement.
- The Contractor shall maintain its records and accounts to assure a proper accounting to the HISD of all monies applicable to this Agreement. The Contractor shall compile and furnish periodic reports and other evaluative information requested by HISD to comply with applicable laws, rules, and regulations of the State of Texas and the Texas Board of Education.

All work outlined herein shall be deemed "Work" under the terms of this Contract.

## **II. SERVICES TO BE PROVIDED BY HISD:**

HISD agrees to provide to Provider:

- The HISD Manager of Special Education Programs Occupational Therapy, Physical Therapy, and Assistive Technology Services will monitor the services Contractor provides. Said Manager will share perceptions of performance of services with the Contractor.



**III. TERM OF CONTRACT**

The term of this Contract shall be from **August 10, 2021 through June 30, 2022**; provided, however, this Contract may be terminated prior to the expiration of the term as provided in the Termination Section of this Contract.

**IV. TERMINATION**

This Contract may be terminated prior to the expiration of the term hereof as follows:

- By HISD upon 3 days' notice if the work is not provided in a satisfactory and proper manner as determined by HISD.
- By mutual written agreement of the parties;
- By HISD without cause, upon thirty (30) days prior written notice to the Provider; or
- By HISD immediately if Provider commits a material breach of any of the terms of this Contract.

In the event this Contract is terminated because of a violation or breach of the contract terms by the Provider, HISD shall be entitled to all administrative, contractual and legal remedies, including sanctions and penalties as may be appropriate.

**V. COMPENSATION**

For and in consideration of the services to be provided by Provider under this Contract, HISD will pay Provider upon submission of an original invoice(s) in a **total amount not to exceed \$2,375,575.00. Invoices should not be submitted and payment will not be made until after goods or services have been supplied or rendered.**

The compensation to be paid should be charged against the following budgets:

FUNDS 10 DIGITS			OBJECT/GLJ COMMITMENT ITEM 10 DIGITS			FUND CENTER/COST CENTER 10 DIGITS				FUNCTIONAL AREA 16 DIGITS			AMOUNT NOT TO EXCEED	
TEA	HISD	HISD	TEA	HISD	SUB-	HISD	HISD	TEA	ORG	HISD	SERVICES	TEA	FUNCTION	\$2,375,575.00
FUND	FUND	INITIATIVE	OBJECT	OBJECT	GROWTH	SEGMENT	GROUP	SUB-	ORG	SUB-	TEA	PIC	PROCESS	
CODE	CODE							ORG		ORG	SUB-PROCESS	ACTIVITY	SUB-	
											ACTIVITY			

**Original invoices should be sent for processing to the Controller's Office. Upon receipt by the Controller's Office, the invoice will be processed for payment within thirty (30) days of its receipt. Houston ISD complies with the State of Texas Prompt Payment Act, Texas Government Code, Chapter 2251.**

In the event this Contract is terminated prior to the end of the stated term, payments will only be made to the extent that work satisfactory to HISD has been performed and is undisputed prior to termination.

### **FEDERAL GRANT FUNDING AND HOUSTON INDEPENDENT SCHOOL DISTRICT'S BOARD POLICY OBLIGATIONS**

To the extent that HISD's obligation hereunder for payment of compensation is limited to and expressly subject to receipt of any funds from TEA under the provision of the Elementary and Secondary Education Act of 1965 as amended by Public Law 100-297, ESEA Title I-Part A and that such funds are specifically designated for this program, Provider agrees to comply with all of the following requirements. In the event such funds are not received by HISD, or only partial funding is received from TEA, HISD may terminate this contract and not be liable for the remaining balance of the contract to the extent that the work has not been performed.

In the event HISD is ever required to refund any funds received from TEA specifically designated for this program, based upon Provider's failure to adhere to the requirements herein, then it is understood and agreed that Provider shall be liable for and shall refund such amounts received by them to HISD within fifteen (15) days of receipt of written notice from HISD.

Provider agrees to comply with all rules, regulations, ordinances, statutes, and other laws, whether local, state or federal, including, but not limited to, all audit and other requirements of the Single Audit Act of 1984.

To the extent that Federal Funds are utilized for payment under this contract, Provider agrees to comply with the Education Department General Administrative Regulations ("EDGAR"). Provider shall complete the EDGAR Provider Certifications which are attached hereto as Exhibit "1," which certifications are incorporated by reference herein, and shall ensure that such Provider Certifications are promptly updated as necessary during the term of this Contract. Noncompliance or misrepresentation regarding the Provider Certifications may, in HISD's sole discretion, be grounds for immediate termination of this Contract.

Provider shall provide all services and perform all functions in accordance with the U.S. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200 through 200.521), and any other applicable OMB requirements, and in accordance with HISD's Procedures which HISD shall provide to Provider, regarding regulatory and financial matters so that the Grant can be carried out in accordance with the requisite federal and state requirements.

X Dr. Jesus Amezcua for James Colbert Jr.  
Dr. Jesus Amezcua for James Colbert Jr. (Aug 9, 2021 14:30 CDT)

Provider's Signature

In the event an audit occurs and any expenditures relating to this Contract are disallowed, based upon Provider's failure to adhere to the requirements herein, Provider agrees to reimburse HISD immediately for the full amount of such disallowed expenditures.

#### **VI. RELATIONSHIP OF THE PARTIES**

It is understood and agreed that Provider is a separate legal entity from HISD and neither it nor any of its employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of HISD. Provider assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to this Contract, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

Nothing in this Contract shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.

#### **VII. NO WAIVER OF IMMUNITY**

HISD does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Contract and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any trustee, officer, director, employee or representative of HISD.

#### **VIII. AUTHORIZATION OF CONTRACT**

Each party represents and warrants to the other that the execution of this Contract has been duly authorized, and that this Contract constitutes a valid and enforceable obligation of such party according to its terms.

#### **IX. NO WAIVER**

No waiver of a breach of any provision of this Contract shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

**X. NOTICE**

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: **Harris County Department of Education**  
Attn: **Dr. James Colbert, Jr.**  
**County Superintendent 6300**  
**Irvington Blvd.**  
**Houston, Texas 77022**

To: **Houston Independent School District**  
Attn: **Millard House II**  
**Superintendent of Schools**  
**4400 West 18<sup>th</sup> Street**  
**Houston, Texas 77092**

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

**XI. NO ASSIGNMENT**

No assignment of this Contract or of any duty or obligation or performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.

**XII. SECTION HEADINGS**

The headings of sections contained in this Contract are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Contract.

**XIII. GOVERNING LAW**

This Contract is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Harris County, Texas, for any action under this Contract.

In connection with HISD's defense of any suit against it and/or HISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims hereunder, in which HISD prevails as to all or any portion of its defense(s), claims, counterclaims

or actions, HISD shall be entitled to recover its actual attorney's fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

Provider shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

Provider shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order No. 11738, and Environmental Protection Agency regulations (40 CFR, Part 51), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. Violations shall be reported to the Texas Education Agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

Provider shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Provider agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this program, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972; as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

Provider hereby certifies that it is not a company identified on the Texas comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Provider further certifies and verifies that neither Provider, nor any affiliate, subsidiary, or parent company of Provider, if any (the "Provider Companies"), boycotts Israel, and Provider agrees that Provider and Provider Companies will not boycott Israel during the term of this Contract. For purposes of this Contract, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

#### **XIV. ORIGINALS**

This Contract is executed in one single original copy, the original of which shall be maintained by HISD.

#### **XV. REPORTS**

To the extent applicable, HISD and Provider shall furnish operating reports to designated representatives on a schedule to be mutually agreed upon. No written reports of any kind shall be released to any third parties without prior written approval of HISD.

#### **XVI. INDEMNITY**

**THE SUPPLIER/PROVIDER SHALL INDEMNIFY, AND HOLD HARMLESS AND DEFEND HISD AND EACH OF IT'S PAST, PRESENT AND FUTURE OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES OR DAMAGES, INCLUDING ATTORNEYS' AND EXPERTS' FEES, COURT COSTS AND EXPENSES INCURRED BY HISD AND IT'S OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES, FOR: (1) INJURY OR DEATH TO PERSONS; (2) DAMAGE TO, OR DESTRUCTION OF, PROPERTY; AND (3) LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH, ANY ACT, ERROR, OMISSION, MISREPRESENTATION, OR MISCONDUCT BY SUPPLIER/PROVIDER, AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS, SUB-CONTRACTORS OR AGENTS ARISING OUT OF, OR IN CONNECTION WITH, SUPPLIER'S/PROVIDER'S PERFORMANCE OF THE AGREEMENT.**

**All obligations as set forth in this paragraph shall survive the completion of or termination of the Agreement.**

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

Nothing in this Contract shall be construed to create a claim or cause of action against the District for which it is not otherwise liable, nor to waive any immunity or defense to which the District may be entitled nor to create an impermissible deficiency debt of the District.

#### **XVII. CRIMINAL HISTORY BACKGROUND CHECK**

Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, Provider hereby certifies that all employees, subcontractors and volunteers of the Provider who are hired by Provider on or after January 1, 2008, who have or will have continuing duties related to the contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections. Provider must provide a list of the names and dates of birth of all employees who have passed the background check to District's Office of Ethics & Compliance in person or via email at [ethics@houstonisd.org](mailto:ethics@houstonisd.org). If Provider's employees, subcontractors or volunteers have



no contact with HISD students, Provider shall so certify on a prescribed form to the Office of Ethics & Compliance, and will be considered to be in compliance with the requirements of this contract.

X Dr. Jesus Amezcua for James Colbert jr.  
Dr. Jesus Amezcua for James Colbert jr. (Aug 9, 2021 14:30 CDT)

Provider's Signature

Provider shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety ("DPS") information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

Providers that have more than 4 employees must set up an account with the Texas Department of Public Safety ("DPS") in order to obtain criminal histories on their covered employees. To set up an account with DPS, a Provider should contact the crime records service bureau at 512-424-2365.

Providers with up to 4 employees must obtain a FAST PASS from the District in order to obtain their criminal history. Appointments must be made with IdentoGo, in accordance with the instructions included with the FAST Pass, who will then notify HISD electronically that the background checks have been done. Providers should contact the District's Human Resources Department to obtain the FAST PASS and scheduling instructions at 713 556-7491.

Providers must present a list of all employees who may have direct contact with students to HISD.

Provider must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review.

Provider must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Provider has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this Contract, or cancel the Contract.

**WARNING:** Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has

been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The District may terminate this Contract if the district determines that the person or business entity failed to comply with any of these provisions, failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for undisputed services performed before the termination of the contract.

#### **XVIII. RECORDS RETENTION AND AUDITS**

HISD or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all the Provider's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Provider shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment under this Contract. If this Contract is funded from contract/grant funds provided by the U. S. Government or the State of Texas, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

#### **XIX. STUDENT RECORDS**

To the extent that Provider will come into possession of student records and information, and to the extent that Provider will be involved in the survey, analysis, or evaluation of students, incidental to this Contract, Provider agrees to comply with all applicable requirements of the Family Educational Rights and Privacy Act.

#### **XX. TEXAS PUBLIC INFORMATION ACT**

In the event that HISD is required to furnish information or records pursuant to the Texas Public Information Act, Provider shall furnish all such information and records to HISD and HISD shall have the right to release such information and records.

**“Compliance with Gov’t Code 552.372: The requirements of the Texas Public Information Act, Chapter 552 of the Texas Government Code, Subchapter J, may apply to this bid or contract if it is valued at more than \$1 million. The contractor or vendor agrees the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter, including the preservation of all “contracting information” (as defined in 552.003) and the provision, upon request of the governmental entity with whom you are contracting, of all contracting information. Contracting information includes, but is not limited to, records, communications and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance.”**

#### **XXI. BUSINESS ETHICS**



During the course of pursuing contracts, and the course of contract performance, Provider will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any employees or officials of HISD, its authorized agents and representatives, or to family members of any of them. At any time Provider believes there may have been a violation of this obligation, Provider shall notify HISD of the possible violation. HISD is entitled to request a representation letter from Provider, its subcontractors or vendors at any time to disclose all things of value passing from Provider, its subcontractors or vendors to HISD's personnel or its authorized agents and representatives.

## **REQUIRED DISCLOSURES**

- 1. For all contracts in excess of \$50,000.00, or which require Board approval, or a contract for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, Provider must electronically file Form 1295, which is available at <https://www.ethics.state.tx.us/filinginfo/1295/> listing all interested parties, including a person who has a controlling interest in Provider's business, or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business. Provider must print out, execute and notarize the form and provide a copy to HISD at the time it executes the contract in compliance with Section 2252.908 of the Texas Government Code. Instructions for filing Form 1295 are attached hereto as Exhibit "2." THIS REQUIREMENT DOES NOT APPLY TO (1) A SPONSORED RESEARCH CONTRACT OF AN INSTITUTION OF HIGHER EDUCATION; (2) AN INTERAGENCY CONTRACT OF A STATE AGENCY OR AN INSTITUTION OF HIGHER EDUCATION; (3) A CONTRACT RELATED TO HEALTH AND HUMAN SERVICES: IF (A) THE VALUE OF THE CONTRACT CANNOT BE DETERMINED AT THE TIME THE CONTRACT IS EXECUTED; AND (B) ANY QUALIFIED VENDOR IS ELIGIBLE FOR THE CONTRACT; (4) A CONTRACT WITH A PUBLICLY TRADED BUSINESS ENTITY, INCLUDING A WHOLLY OWNED SUBSIDIARY OF THE BUSINESS ENTITY; (5) A CONTRACT WITH AN ELECTRIC UTILITY, AS THAT TERM IS DEFINED BY SECTION 31.002, UTILITIES CODE; OR A CONTRACT WITH A GAS UTILITY, AS THAT TERM IS DEFINED BY SECTION 121.001, UTILITIES CODE.**
- 2. Provider must also file a completed conflict of interest questionnaire, in compliance with Section 176.006 of the Texas Local Government Code, attached hereto as Exhibit 3, or available at <https://www.ethics.state.tx.us/forms/conflict> with the HISD records administrator, if the Provider has an employment or other business relationship with a local government officer of HISD, or a family member of the officer; has given a local government officer of HISD, or a family member of the officer, one or more gifts with the aggregate value of more**

than \$100 in the 12-month period preceding the date of the contract; or has a family relationship with a local government officer of HISD. The questionnaire must be filed not later than the seventh business day after the later of: (1) the date that the vendor: (A) begins discussions or negotiations to enter into a contract with HISD; or (B) submits an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with HISD; or (2) the date the vendor becomes aware: (A) of an employment or other business relationship with a local government officer, or a family member of the officer of HISD; (B) that the vendor has given one or more gifts to a local government officer of HISD of more than \$100 in the aggregate; (C) of a family relationship with a local government officer of HISD. THIS REQUIREMENT DOES NOT APPLY TO A PERSON IF THE PERSON IS: (1) A STATE, A POLITICAL SUBDIVISION OF A STATE, THE FEDERAL GOVERNMENT, OR A FOREIGN GOVERNMENT; OR (2) AN EMPLOYEE OR AGENT OF AN ENTITY DESCRIBED BY SUBDIVISION (1), ACTING IN THE EMPLOYEE'S OR AGENT'S OFFICIAL CAPACITY.

X *Dr. Jesus Amezcua for James Colbert jr.*  
Dr. Jesus Amezcua for James Colbert Jr. (Aug 9, 2021 14:30 CDT)

Provider's Signature

## XXII. BUSINESS CERTIFICATES / TAXES

All Provider or Professional Services Providers entering into a contract with HISD must adhere to the following applicable Texas laws as they pertain to their individual type of ownership.

**Corporations** (domestic or foreign \*) shall be properly registered with the Texas Secretary of State and the Comptroller of Public Accounts as required by TITLE 34, Part 1, Chapter 3, Subchapter V, Rule 3.586 of the Texas Administrative Code. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current and all Texas Franchise Reports and Taxes are paid.

**Partnerships and Joint Stock Companies, and Limited Liability Partnerships** (domestic or foreign\*) shall be properly registered with the Texas Secretary of State in accordance with TITLE 105--PARTNERSHIPS AND JOINT STOCK COMPANIES, CHAPTER ONE -- PARTNERSHIPS, LIMITED PARTNERSHIPS, TEXAS REVISED LIMITED PARTNERSHIP ACT, Article 6132a-1. "Texas Revised Limited Partnership Act." All partners in a partnership must file a "Certificate of Limited Partnership" with the secretary of state, which shall be made available for inspection upon request.

**The provider whether corporate, partnership or sole owner must be current on HISD Property Taxes. If commercial personal property is located in the jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Chapter 22, Section 22.01, of the Texas "PROPERTY TAX CODE".**

**\*Note: Foreign means formed under laws of another state; Domestic means formed under Texas laws.**

**Assumed Names**

An assumed name certificate (or DBA) shall be properly registered with the Harris County Clerk's Office for anyone wishing to do business under another name. This applies to corporate entities as well as individuals. The contract should be in the name of the individual or entity d/b/a the assumed name, rather than just the assumed name. Chapter 71, Texas Business and Commerce Code.

**XXIII. CONFIDENTIAL & PROPRIETARY INFORMATION**

The parties may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this Contract. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

**XXIV. DATA AND PROPRIETARY RIGHTS**

All Work, as defined under this Contract, shall be deemed "Work Made For Hire" as defined by the United States Copyright Law, and HISD retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by Provider personnel in the course of performing the Work.

**XXV. DEBARMENT AND SUSPENSIONS**

Provider certifies, to the best of its knowledge and belief, that it is not presently debarred, suspended for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

- The vendor ensures that professionals assigned to perform services as per the terms of this Agreement for the provision of special education and related services meets certification and/or licensure requirements.
- The vendor ensures that professionals assigned to perform services as per the terms of this Agreement for the provision of special education and related services have not had their certification and/or licensure suspended or revoked on an emergency, temporary, or provisional basis.

**XXVI. INSURANCE**

The Provider shall carry insurance with responsible insurance carriers acceptable to HISD and with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Provider must carry insurance with responsible carriers acceptable to HISD rated A or better, by A.M. Best, with minimum limits of liability coverage as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Provider shall furnish certificates of insurance to HISD indicating compliance with this paragraph.

Type of Coverage	Minimum Limits
1. Workers' Compensation and Employer's Liability	Statutory \$100,000 per accident
2. Automobile Liability: Bodily Injury & Property Damage For all owned, non-owned vehicles and hired vehicles.	\$1,000,000 Combined Single Limit
3. Commercial General Liability	\$1,000,000 per occurrence

HISD reserves the right to require additional insurance coverage to be carried by the Provider as deemed desirable by HISD, depending on the type of project.

The Provider shall submit evidence at the time of any execution of the Contract that it has in full force and effect all insurance requirements listed above. The Provider shall maintain such insurance in full force and effect throughout the duration of the Contract. In the event that it is not commercially feasible to maintain insurance during the period

required by the Contract, Provider shall supply HISD with equivalent assurance to the required insurance, acceptable to HISD.

HISD shall be listed as certificate holder. HISD shall be named as an additional insured on the automobile and commercial general liability policy. HISD shall be named as an alternate employer on the workers' compensation policy. A waiver of subrogation shall be issued in favor of HISD in the workers' compensation, automobile and commercial general liability policies.

The Provider shall provide HISD with certificates of insurance after the bid has been awarded and before the beginning of the project when requested by the owner contact. Such certificates shall indicate an agreement by each carrier not to cancel or significantly diminish coverage without a minimum of thirty (30) days prior written notice to HISD.

## XXVII. COMPLETE UNDERSTANDING

This Contract shall constitute the complete understanding of Provider and HISD, and may not be modified in any manner without the express written consent of both parties.

By signing the Contract, the Provider affirms that there is no personal or financial conflict of interest between the Provider or the Provider's family and the District.

If any provisions of this Contract shall be held invalid, the remainder shall, nevertheless, be deemed valid and effective.

IN WITNESS THEREOF, HISD and Provider have executed this Contract effective on this \_\_\_\_\_ day of \_\_\_\_\_.

## HOUSTON INDEPENDENT SCHOOL DISTRICT

### REQUESTOR'S SIGNATURE:

By: Linda Kelly

Linda Kelly

Manager of Special Education Programs OT/PT/AT

Campus  
 Department  
Number 640

"See signature page attached".

Houston Independent School District

REQUESTOR'S SIGNATURE:

APPROVED AS TO  
FUNDING /BUSINESS TERMS:

By: \_\_\_\_\_  
*Enter Name*  
Department No. 640

By: \_\_\_\_\_  
Sherrie Robinson  
Controller

APPROVED AS TO FORM:

By: Yolanda Rodriguez 7/21/2021  
Yolanda Rodriguez Date  
Interim Chief Academic Officer

By: Elneira Hutchins-Taylor 7-21-2021  
Elneira Hutchins-Taylor Date  
General Counsel

PROVIDER:

Harris County Department of Education

By: Dr. Jesus Amezcua for James Colbert Jr.  
Dr. Jesus Amezcua for James Colbert Jr. (Aug 5, 2021 14:30 CDT)  
Dr. James Colbert Jr. Date  
Country Superintendent

74-6001215

\_\_\_\_\_  
Taxpayer Identification Number



## EXHIBIT 1

### EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when HISD expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and Harris County Department of Education ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

---

#### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

---

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when HISD expends federal funds, HISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when HISD expends federal funds, HISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. HISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if HISD believes, in its sole discretion that it is in the best interest of HISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by HISD as of the termination date if the contract is terminated for convenience of HISD. Any award under this procurement process is not exclusive and HISD reserves the right to purchase goods and services from other vendors when it is in HISD's best interest.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when HISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES  Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented

by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when HISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when HISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by HISD resulting from this procurement process.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by HISD, Vendor certifies that during the term of an award for all contracts by HISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by HISD, Vendor certifies that during the term of an award for all contracts by HISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



Pursuant to Federal Rule (H) above, when federal funds are expended by HISD, Vendor certifies that during the term of an award for all contracts by HISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES ~~\_\_\_~~ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by HISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by HISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES ~~\_\_\_~~ Initials of Authorized Representative of Vendor

#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by HISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES ~~\_\_\_~~ Initials of Authorized Representative of Vendor

#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When HISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

#### CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of HISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract

entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES ~~NR~~ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

HISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES ~~NR~~ Initials of Authorized Representative of Vendor

**CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336**

Vendor agrees that the District's Inspector General or any of their duty authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES ~~NR~~ Initials of Authorized Representative of Vendor

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES ~~NR~~ Initials of Authorized Representative of Vendor

**VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.**

Vendor's Name: HCDE-NPO

Address, City, State, and Zip Code: 6300 Irvington Blvd., Houston TX 77022

Phone Number: 713-694-6300

Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: Dr. Jesus Amezcua for James Colbert jr. Asst Supt for Business

Email Address: jamezcua@hcde-texas.org

Signature of Authorized Representative: Dr. Jesus Amezcua for James Colbert jr.

Date: Aug 9, 2021

## EXHIBIT "2"

### HISD CERTIFICATE OF INTERESTED PARTIES – FORM 1295

**Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed, notarized, and attached to vendor's response to this solicitation.**

Houston ISD ("HISD") is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits HISD from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to HISD at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

**"Interested Party"** means a person:

- a) who has a controlling interest in a business entity with whom HISD contracts; or
- b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

**"Business Entity"** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

**As a "business entity," all vendors must electronically complete, print, sign, notarize, and submit Form 1295 with their proposals even if no interested parties exist.**

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Proposers must use the filing application on the Texas Ethics Commission's website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized. The completed Form 1295 with the certification of filing must be filed with HISD by attaching the completed form to the vendor's solicitation response.

HISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after the date the contract binds all parties to the contract. After HISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from HISD.

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.

HCDE-NPO

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Not applicable since HCDE is a local governmental entity. / Jesus Amezcua			

**5** Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

*Dr. Jesus Amezcua for Jesus Amezcua Jr.*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

EXHIBIT 3

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>				
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="width: 50%; padding: 2px;">Data Received</td> <td style="width: 50%;"></td> </tr> </table>		OFFICE USE ONLY		Data Received	
OFFICE USE ONLY						
Data Received						
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;">HCDE-NPO</p>						
<p><b>2</b> <input type="checkbox"/> 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>						
<p><b>2</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>						
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No    N/A                 </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No    N/A                 </p>						
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>						
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>						
<p><b>7</b> <u>Dr. Jesus Amezcua for James Colbert Jr.</u>  <small>Dr. Jesus Amezcua for James Colbert Jr., Aug 9, 2021 14:30 CDT</small></p> <p>Signature of vendor doing business with the governmental entity</p>		<p>Aug 9, 2021</p> <p>Date</p>				

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

**Regular Board Meeting****7.D.2.**

**Meeting Date:** September 15, 2021  
**Title:** Schools Division Academic and Behavior School East Annual Contracts FY22: Pasadena ISD (10); Texas City ISD (8)  
**Submitted For:** Charles Ned, Schools  
**Submitted By:** Denise Alamos  
**Recommended Action:** Approve  
**HCDE Goal(s):** 1. Impact education/respond to evolving needs  
 2. Deliver value responsibly  
 5. Recruit high-quality professionals  
**Additional Resource Personnel:** Charles Ned, Jonathan Parker, Dr. Jesus Amezcua, Kendra Jackson, Dr. Edna Johnson  
**Facilities/Technology Approval Needed?:** None

**Information****Posted Agenda Item:**

**Approval of Interlocal (revenue) contracts for FY 2022 in the aggregate amount of \$396,874 with Academic and Behavior School East** with the following districts: Pasadena ISD for ten (10) in-county annual contracts in the amount of \$206,050 (\$20,605 each); Texas City ISD for eight (8) out-of-county annual contracts in the amount of \$190,824 (\$23,853 each); for the contract period of 08/23/2021 through 06/03/2022.

**Subject:**

**Interlocal (revenue) contract for FY 2022 in the aggregate amount of \$396,874 with Academic and Behavior School East** with the following districts: Pasadena ISD for ten (10) in-county annual contracts in the amount of \$206,050 (\$20,605 each); Texas City ISD for eight (8) out-of-county annual contracts in the amount of \$190,824 (\$23,853 each); for the contract period of 08/23/2021 through 06/03/2022.

**Rationale:**

Entity	Description	Dates	Totals
Pasadena ISD	Annual Contract (10) In-County \$20,605 each	8/23/21-6/3/22	\$206,050
Texas City ISD	Annual Contract (8) out-of-County \$23,853 each	8/23/21-6/3/22	\$190,824
<b>Total:</b>			<b>\$396,874</b>

**Fiscal Impact**

**Included in FY budget Y/N:** Y  
**Included in current budget amendment Y/N:** N

**Attachments**

FY22 ABSE Annual Contract\_Pasadena ISD-10\_\$206,050  
 FY22 ABSE Annual Contract\_Texas City ISD-8\_\$190,824



**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES  
ACADEMIC BEHAVIOR SCHOOL (ABS) EAST**

**2021-2022 ANNUAL CONTRACT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education (“HCDE”) and the **Pasadena Independent School District**, (“**PISD**”) hereby enter into an Interlocal Contract (“Contract”) for the purpose of providing educational and related services for eligible student(s) with disabilities of the **PISD** and to state the terms, rights and duties of the contracting parties.

1. **Term.** This Contract is for the term of **August 23, 2021** through **June 3, 2022**. During said term, HCDE agrees to provide services described herein for **ten (10) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities (“Student(s)”) who are residents of the **PISD**. This Contract may be extended for the provision of Extended School Year (“ESY”) services following the 2021-2022 school year by a written agreement between the parties; any extension of this Contract shall not continue beyond the last day of ESY services provided by HCDE in 2022. Should the parties agree to extend this Contract for ESY services, HCDE agrees to provide services described herein for **ten (10) total Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities (“Student(s)”) who are residents of the **PISD** for the ESY program at ABS East in 2022, according to the dates and times set by HCDE for the ESY program.
2. **HCDE Responsibilities.**
  - a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at ABS East in accordance with applicable law and during the days and times set forth by ABS East. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will use its best efforts to provide the necessary specialized facilities and properly certified/licensed personnel in accordance with applicable law.
  - b) HCDE agrees to furnish the **PISD** with a monthly statement of student(s) attendance. HCDE agrees to furnish **PISD** with documentation of restraints as required by applicable law but in any event, no later than two (2) HCDE school days following the restraint. HCDE further agrees to use best efforts to comply with applicable law regarding notices regarding restraints to parents/guardians of **PISD** students. HCDE will provide documentation of restraint procedures upon request by **PISD**.
  - c) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, if written permission allowing HCDE to transport students is provided by the students’ parents/guardians.
  - d) HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the **PISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **PISD**.
3. **PISD’s Responsibilities.**
  - a) **PISD** is responsible for providing transportation for the student(s) to and from ABS East. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of **PISD** and HCDE.

- b) **PISD** shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)'s first day of attendance at ABS East. **PISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by **PISD** during the term of this Contract. **PISD** shall provide copies of additional records, including **PISD** Records, as reasonably requested by HCDE.
- c) **PISD** retains the responsibility to report **PISD** student(s)'s average daily attendance and other required information through the Public Education Information Management System ("PEIMS") for **PISD** students placed at ABS East.
- d) Invite an HCDE representative as a non-consensus member to any **PISD** ARD Committee meeting for **PISD** student(s) placed at ABS East pursuant to this Contract.

**4. Student Records; Confidentiality.**

For purposes of this Contract, "Student Records" shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including "personally identifiable information" and student "education records" as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA"); "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA"); "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and "personal identifying information" and "sensitive personal information" as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

Notwithstanding any contrary provision of this Contract, both Parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both Parties agree to abide by FERPA's limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). HCDE and PISD expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which PISD would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in PISD's annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) **PISD** is under HCDE's direct control with respect to **PISD's** access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under **PISD's** direct control with respect to HCDE's access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; and (5) both Parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each Party has specific authorization from the other Party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA and the Texas Identity Theft Enforcement and Protection Act.

**5. Immunity.**

Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.

- 6. Collaboration.** Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problemsolving techniques and best efforts to resolve issues between the Parties as they may arise.



**7. Special Education Services.**

- a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)'s school of regular attendance within **PISD** and recommended for services as described herein. The ARD Committee of **PISD** has affirmed the classification and approved the recommendation of such contracted services.
- b) HCDE will be available for participation with the **PISD** ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the **PISD** on the implementation of the IEP at least once per semester. A member of the **PISD** special education personnel will monitor, assess and evaluate the student(s)'s progress as established by the IEP, including at least one on-site visit annually.
- c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from ABS East.
- d) **PISD** agrees to invite an HCDE representative as a non-consensus member to any **PISD** ARD Committee meeting for **PISD** student(s) placed at ABS East pursuant to this Contract.
- e) HCDE will not use prohibited aversive techniques, as that term is defined by Texas Education Code § 37.0023.

**8. Local Education Agency.**

Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in **PISD** and are considered students of **PISD** for all purposes. **PISD** remains the Local Education Agency ("LEA"), as that term is defined by the IDEA, and the "Recipient" as that term is defined by Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and solely retains the obligation to provide and to ensure that

any eligible **PISD** student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. **PISD** retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an **PISD** student placed at HCDE, **PISD** recognizes and acknowledges that HCDE is not the LEA or Recipient for the **PISD** student and is in no way liable to the student, parent, or **PISD** under the IDEA, Section 504, or other applicable law.

- 9. Invoices and Payment.** In consideration of the services provided herein, **PISD** agrees to pay HCDE a total amount of **\$206,050**. Total amount is calculated by multiplying the number of units times the annual **in-county** tuition rate (**\$20,605**).

HCDE will invoice **PISD** and payment will be due immediately upon receipt of invoice. **PISD** agrees to pay HCDE in the following manner:

- 50% of annual total amount due will be invoiced in **September 2021**
- 50% of annual total amount due will be invoiced in **January 2022**

If applicable, in consideration of Extended School Year Services (ESY) provided, **PISD** agrees to pay HCDE in the following manner:

- \$5,278 in-county tuition rate times number of ESY students enrolled.
- 100% of ESY total amount due will be invoiced in **July 2022**.

- a) In the event that **PISD** makes a payment to HCDE with a credit card, **PISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
  - b) **PISD** may sell unused units to another district upon obtaining HCDE's prior written consent.
  - c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
  - d) The source of funding for this contract will be from **PISD** (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.
- 10. PISD Liaison.** **PISD** shall appoint a qualified liaison to communicate on behalf of **PISD** with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; ABS East programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The **PISD** liaison shall make best efforts to assist ABS East representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with **PISD** employees and student(s)'s parents/guardians, as necessary.
- 11. Termination.**
- a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to **PISD**, with such termination effective at the end of the Term. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **PISD** the amount of any pre-paid fees for any period following the effective date of such termination.
  - b) Either party may terminate this Contract for cause, prior to the expiration of the Term or any extension of the Term, upon sixty (60) calendar days prior written notice to the other party. Such notice must identify the terminating party's cause for terminating the Contract and specify the effective date of the termination. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **PISD** the amount of any pre-paid fees for any period following the effective date of such termination.
  - c) Both Parties may terminate this Contract with or without cause by mutual written agreement.
  - d) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at ABS East at the time of termination or expiration of this Contract will return to **PISD**. All Student Records maintained by HCDE during the duration of providing services to the student will be provided to **PISD** within ten (10) business days following the date of termination or expiration, at the written request of **PISD**.
- 12. Equal Opportunity.** It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. **PISD** agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at ABS East, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- 13. Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.

14. **Notice.** Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

**HCDE**

Attention: James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

**PISD**

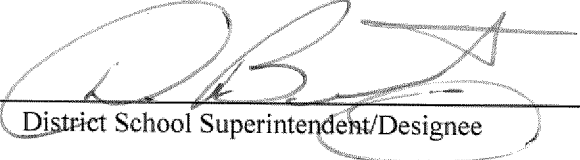
Attention: Dr. DeeAnn Powell, Superintendent  
1515 Cherrybrook Lane  
Pasadena, Texas 77502

Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Article.

15. **Third Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.
16. **Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.
17. **Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns. The parties further agree that the Superintendent of each party is authorized to provide written consent on behalf of the party to amend the terms of this Contract.
18. **Separate Entities.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. **PISD** assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. **PISD** agrees that HCDE has no responsibility for any conduct of **PISD** or **PISD's** employees, agents, representatives, contractors, or subcontractors.
19. **Authority.** Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.
20. **Force Majeure.** Neither HCDE nor **PISD** shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, acts of the Government in its sovereign (and not contractual) capacity, fires, floods, epidemics, quarantine restrictions, public health emergencies, unusually severe weather

that forces road closures which make access to location and/or facility impossible, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

- 21. **Severability.** In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- 22. **Contract Interpretation.** The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.
- 23. **Captions.** The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
- 24. **Entire Agreement.** This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and **PISD**.

  
\_\_\_\_\_  
District School Superintendent/Designee

8-16-21  
\_\_\_\_\_  
Date

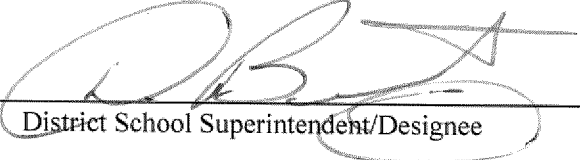
\_\_\_\_\_  
Harris County School Superintendent/Designee

\_\_\_\_\_  
Date

For HCDE Office use only: Revenue Account No. 19920060100131 57250000 **ABS East**

that forces road closures which make access to location and/or facility impossible, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

- 21. **Severability.** In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- 22. **Contract Interpretation.** The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.
- 23. **Captions.** The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
- 24. **Entire Agreement.** This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and **PISD**.

  
\_\_\_\_\_  
District School Superintendent/Designee

8-16-21  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Harris County School Superintendent/Designee

\_\_\_\_\_  
Date

For HCDE Office use only: Revenue Account No. 19920060100131 57250000 **ABS East**

**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES  
ACADEMIC BEHAVIOR SCHOOL (ABS) EAST**

**2021-2022 ANNUAL CONTRACT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education (“HCDE”) and the Texas City Independent School District, (“TCISD”) hereby enter into an Interlocal Contract (“Contract”) for the purpose of providing educational and related services for eligible student(s) with disabilities of the TCISD and to state the terms, rights and duties of the contracting parties.

1. **Term.** This Contract is for the term of **August 23, 2021** through **June 3, 2022**. During said term, HCDE agrees to provide services described herein for **eight (8) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities (“Student(s)”) who are residents of the TCISD.

2. **HCDE Responsibilities.**

- a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at ABS East in accordance with applicable law and during the days and times set forth by ABS East. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will use its best efforts to provide the necessary specialized facilities and properly certified/licensed personnel in accordance with applicable law.
- b) HCDE agrees to furnish the TCISD with a monthly statement of student(s) attendance. HCDE agrees to furnish TCISD with documentation of restraints within two (2) HCDE school days. HCDE will provide documentation of restraint procedures upon request by TCISD.
- c) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, if written permission allowing HCDE to transport students is provided by the students’ parents/guardians.
- d) HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the TCISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the TCISD.

3. **TCISD’s Responsibilities.**

- a) TCISD is responsible for providing transportation for the student(s) to and from ABS East. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of TCISD and HCDE.
- b) TCISD shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)’s first day of attendance at ABS East. TCISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by TCISD during the term of this Contract. TCISD shall provide copies of additional records, including TCISD Records, as reasonably requested by HCDE.
- c) TCISD retains the responsibility to report TCISD student(s)’s average daily attendance and other required information through the Public Education Information Management System (“PEIMS”).

4. **Student Records; Confidentiality.**

For purposes of this Contract, “Student Records” shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including “personally identifiable information” and student “education records” as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended (“FERPA”); “personal information” as that term is defined in the Children’s Online Privacy Protection Act of 1998 (“COPPA”); “personal information” as that term is defined in the Protection of Pupil Rights Amendment (“PPRA”); “personally identifiable information” as that term is defined in the Individuals with Disabilities Education Act, as amended (“IDEA”); “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); and “personal identifying information” and

“sensitive personal information” as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

Notwithstanding any contrary provision of this Contract, both Parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both Parties agree to abide by FERPA’s limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). HCDE and TCISD expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which TCISD would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in TCISD’s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) TCISD is under HCDE’s direct control with respect to TCISD’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under TCISD’s direct control with respect to HCDE’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; and (5) both Parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each Party has specific authorization from the other Party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRa and the Texas Identity Theft Enforcement and Protection Act.

**5. Immunity.**

Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.

**6. Collaboration.** Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

**7. Special Education Services.**

- a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)’s school of regular attendance within TCISD and recommended for services as described herein. The ARD Committee of TCISD has affirmed the classification and approved the recommendation of such contracted services.
- b) HCDE will be available for participation with the TCISD ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the TCISD on the implementation of the IEP at least once per semester. A member of the TCISD special education personnel will monitor, assess and evaluate the student(s)’s progress as established by the IEP, including at least one on-site visit annually.
- c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from ABS East.
- d) TCISD agrees to invite an HCDE representative as a non-consensus member to any TCISD ARD Committee meeting for TCISD student(s) placed at ABS East pursuant to this Contract.
- e) HCDE will not use prohibited aversive techniques, as that term is defined by Texas Education Code § 37.0023.

**8. Local Education Agency.**

Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in TCISD and are considered students of TCISD for all purposes. ISD remains the Local Education Agency (“LEA”), as that term is defined by the IDEA, and the “Recipient” as that term is defined by Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and solely retains the obligation to provide and to ensure that

any eligible **TCISD** student is provided a free appropriate public education (“FAPE”) while receiving services from HCDE. **TCISD** retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an **TCISD** student placed at HCDE, **TCISD** recognizes and acknowledges that HCDE is not the LEA or Recipient for the **TCISD** student and is in no way liable to the student, parent, or **TCISD** under the IDEA, Section 504, or other applicable law.

- 9. Invoices and Payment.** In consideration of the services provided herein, **TCISD** agrees to pay HCDE a total amount of **\$190,824**. Total amount is calculated by multiplying the number of units times the annual out-of-county tuition rate (**\$23,853**).

HCDE will invoice **TCISD** and payment will be due immediately upon receipt of invoice. **TCISD** agrees to pay HCDE in the following manner:

- 50% of annual total amount due will be invoiced in **September 2021**
- 50% of annual total amount due will be invoiced in **January 2022**

If applicable, in consideration of Extended School Year Services (ESY) provided, **TCISD** agrees to pay HCDE in the following manner:

- \$5,806 out-of-county tuition rate times number of ESY students enrolled.
  - 100% of ESY total amount due will be invoiced in **July 2022**.
- a) In the event that **TCISD** makes a payment to HCDE with a credit card, **TCISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
  - b) **TCISD** may sell unused units to another district upon obtaining HCDE’s prior written consent.
  - c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
  - d) The source of funding for this contract will be from **TCISD** \_\_\_\_\_ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

- 10. TCISD Liaison.** **TCISD** shall appoint a qualified liaison to communicate on behalf of **TCISD** with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)’s educational and disciplinary records; ABS East programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The **TCISD** liaison shall make best efforts to assist ABS East representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with **TCISD** employees and student(s)’s parents/guardians, as necessary.

**11. Termination.**

- a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to **TCISD**’s. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **TCISD** the amount of any pre-paid fees for any period following the effective date of such termination.
- b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
- c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at ABS East at the time of termination or expiration of this Contract will return to **TCISD**’s. All Student Records maintained by HCDE during the duration of providing services to the



student will be provided to TCISD within ten (10) business days following the date of termination or expiration, at the written request of TCISD's.

12. **Equal Opportunity.** It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. TCISD agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at ABS East, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
13. **Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.
14. **Notice.** Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

**HCDE**

Attention: James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

**TCISD's**

Attention: Dr. Melissa Duarte, Superintendent  
1700 Ninth Avenue North  
Texas City, Texas 77590

Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Article.

15. **Third Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.
16. **Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.
17. **Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.
18. **Separate Entities.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. TCISD assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. TCISD agrees that HCDE has no responsibility for any conduct of TCISD or TCISD's employees, agents, representatives, contractors, or subcontractors.

19. **Authority.** Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.
20. **Force Majeure.** Neither HCDE nor TCISD shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.
21. **Severability.** In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.
22. **Contract Interpretation.** The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.
23. **Captions.** The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
24. **Entire Agreement.** This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and TCISD's.

Meli Duarte  
 District School Superintendent/Designee

8-3-21  
 Date

\_\_\_\_\_  
 Harris County School Superintendent/Designee

\_\_\_\_\_  
 Date

For HCDE Office use only: Revenue Account No. 19920060100131 57250001 ABS East

**Regular Board Meeting**

**7.D.3.**

**Meeting Date:** September 15, 2021  
**Title:** Schools Division Academic and Behavior School West Annual Contracts FY22: Brenham ISD (4)

**Submitted For:** Charles Ned, Schools  
**Submitted By:** Denise Alamos  
**Recommended Action:** Approve  
**HCDE Goal(s):** 1. Impact education/respond to evolving needs  
2. Deliver value responsibly  
5. Recruit high-quality professionals

**Additional Resource Personnel:** Charles Ned, Jonathan Parker, Dr. Jesus Amezcua, Kendra Jackson, Dr. Edna Johnson  
**Facilities/Technology Approval Needed?:** None

**Information**

**Posted Agenda Item:**

**Approval of Interlocal (revenue) contracts for FY 2022 in the aggregate amount of \$95,412 with Academic and Behavior School West with the following district(s):** Brenham ISD for four (4) out-of-county annual contracts in the amount of \$95,412 (\$23,853 each) for the contract period of 08/23/2021 through 06/03/2022.

**Subject:**

**Interlocal (revenue) contracts for FY 2022 in the aggregate amount of \$95,412 with Academic and Behavior School West with the following district(s):** Brenham ISD for four (4) out-of-county annual contracts in the amount of \$95,412 (\$23,853 each) for the contract period of 08/23/2021 through 06/03/2022.

**Rationale:**

Entity	Description	Dates	Totals
Brenham ISD	Annual Contract (4) Out-of-County \$23,853 each	8/23/21-6/3/22	\$95,412
Total:			\$95,412

**Fiscal Impact**

**Included in FY budget Y/N:** Y  
**Included in current budget amendment Y/N:** N

**Attachments**

FY22 ABSW Contract - Brenham

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing	Edna Johnson	08/26/2021 02:57 PM
Purchasing Director	Kendra Jackson	08/27/2021 03:33 PM
Assistant Superintendent - Business	Jesus Amezcua	09/02/2021 02:07 PM
Form Started By: Denise Alamos		Started On: 08/24/2021 08:51 AM
Final Approval Date: 09/02/2021		

**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES  
ACADEMIC BEHAVIOR SCHOOL (ABS) WEST**

**2021-2022 ANNUAL CONTRACT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education (“HCDE”) and the **Brenham Independent School District**, (“**BISD**”) hereby enter into an Interlocal Contract (“Contract”) for the purpose of providing educational and related services for eligible student(s) with disabilities of the **BISD** and to state the terms, rights and duties of the contracting parties.

1. **Term.** This Contract is for the term of **August 23, 2021** through **June 3, 2022**. During said term, HCDE agrees to provide services described herein for **four (4) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities (“Student(s)”) who are residents of the **BISD**.
2. **HCDE Responsibilities.**
  - a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at ABS West in accordance with applicable law and during the days and times set forth by ABS West. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.
  - b) HCDE agrees to furnish the **BISD** with a monthly statement of student(s) attendance.
  - c) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, if written permission allowing HCDE to transport students is provided by the students’ parents/guardians.
  - d) HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the **BISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **BISD**.
3. **BISD’s Responsibilities.**
  - a) **BISD** is responsible for providing transportation for the student(s) to and from ABS West. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of **BISD** and HCDE.
  - b) **BISD** shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)’s first day of attendance at ABS West. **BISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by **BISD** during the term of this Contract. **BISD** shall provide copies of additional records, including **BISD** Records, as reasonably requested by HCDE.
  - c) **BISD** retains the responsibility to report **BISD** student(s)’s average daily attendance and other required information through the Public Education Information Management System (“PEIMS”).
4. **Student Records; Confidentiality.**

For purposes of this Contract, “Student Records” shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including “personally identifiable information” and student “education records” as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended (“FERPA”); “personal information” as that term is defined in the Children’s Online Privacy Protection Act of 1998 (“COPPA”); “personal information” as that term is defined in the Protection of Pupil Rights Amendment (“PPRA”); “personally identifiable information” as that term is defined in the Individuals with Disabilities Education Act, as amended (“IDEA”); “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); and “personal identifying information” and

“sensitive personal information” as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

Notwithstanding any contrary provision of this Contract, both Parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both Parties agree to abide by FERPA’s limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). HCDE and **BISD** expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which **BISD** would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in **BISD**’s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) **BISD** is under HCDE’s direct control with respect to **BISD**’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under **BISD**’s direct control with respect to HCDE’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; and (5) both Parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each Party has specific authorization from the other Party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA and the Texas Identity Theft Enforcement and Protection Act.

**5. Immunity.**

Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.

**6. Collaboration.** Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

**7. Special Education Services.**

a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)’s school of regular attendance within **BISD** and recommended for services as described herein. The ARD Committee of **BISD** has affirmed the classification and approved the recommendation of such contracted services.

b) HCDE will be available for participation with the **BISD** ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the **BISD** on the implementation of the IEP at least once per semester. A member of the **BISD** special education personnel will monitor, assess and evaluate the student(s)’s progress as established by the IEP, including at least one on-site visit annually.

c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from ABS West.

d) **BISD** agrees to invite an HCDE representative as a non-consensus member to any **BISD** ARD Committee meeting for **BISD** student(s) placed at ABS West pursuant to this Contract.

**8. Local Education Agency.**

Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in **BISD** and are considered students of **BISD** for all purposes. **BISD** remains the Local Education Agency (“LEA”), as that term is defined by the IDEA, and the “Recipient” as that term is defined by Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and solely retains the obligation to provide and to ensure that any eligible **BISD** student is provided a free appropriate public education (“FAPE”) while receiving services from HCDE. **BISD** retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding

identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an **BISD** student placed at HCDE, **BISD** recognizes and acknowledges that HCDE is not the LEA or Recipient for the **BISD** student and is in no way liable to the student, parent, or **BISD** under the IDEA, Section 504, or other applicable law.

9. **Invoices and Payment.** In consideration of the services provided herein, **BISD** agrees to pay HCDE a total amount of **\$95,412**. Total amount is calculated by multiplying the number of units times the annual **out-of-county** tuition rate (**\$23,853**).

HCDE will invoice **BISD** and payment will be due immediately upon receipt of invoice. **BISD** agrees to pay HCDE in the following manner:

- 50% of annual total amount due will be invoiced in **September 2021**
- 50% of annual total amount due will be invoiced in **January 2022**

If applicable, in consideration of Extended School Year Services (ESY) provided, **BISD** agrees to pay HCDE in the following manner:

- \$5,806 out-of-county tuition rate times number of ESY students enrolled.
  - 100% of ESY total amount due will be invoiced in **July 2022**.
- a) In the event that **BISD** makes a payment to HCDE with a credit card, **BISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
- b) **BISD** may sell unused units to another district upon obtaining HCDE's prior written consent.
- c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
- d) The source of funding for this contract will be from **BISD** \_\_\_\_ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

10. **BISD Liaison.** **BISD** shall appoint a qualified liaison to communicate on behalf of **BISD** with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)'s educational and disciplinary records; ABS West programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The **BISD** liaison shall make best efforts to assist ABS West representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with **BISD** employees and student(s)'s parents/guardians, as necessary.

11. **Termination.**

- a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to **BISD**. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **BISD** the amount of any pre-paid fees for any period following the effective date of such termination.
- b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
- c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at ABS West at the time of termination or expiration of this Contract will return to **BISD**. All Student Records maintained by HCDE during the duration of providing services to the student will be provided to **BISD** within ten (10) business days following the date of termination or expiration, at the written request of **BISD**.

12. **Equal Opportunity.** It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. **BISD** agrees not to

discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at ABS West, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

13. **Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.
14. **Notice.** Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

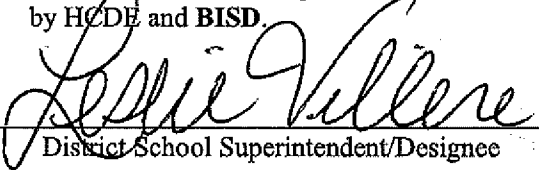
HCDE  
Attention: James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

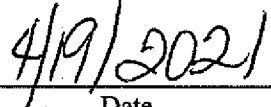
**BISD**  
Attention:  
Dr. Walter Jackson, Superintendent  
711 E. Mansfield  
Brenham, TX 77834

Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this Article.

15. **Third Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.
16. **Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.
17. **Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.
18. **Separate Entities.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. **BISD** assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. **BISD** agrees that **HCDE** has no responsibility for any conduct of **BISD** or **BISD's** employees, agents, representatives, contractors, or subcontractors.
19. **Authority.** Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.

- 20. **Force Majeure.** Neither HCDE nor **BISD** shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.
- 21. **Severability.** In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- 22. **Contract Interpretation.** The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.
- 23. **Captions.** The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
- 24. **Entire Agreement.** This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and **BISD**.

  
 \_\_\_\_\_  
 District School Superintendent/Designee

  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Harris County School Superintendent/Designee

\_\_\_\_\_  
 Date

For HCDE Office use only: Revenue Account No. 19900060200132 57250001 **ABS West**



**Regular Board Meeting**

**7.E.1.**

**Meeting Date:** September 15, 2021  
**Title:** Master Service Interlocal Agreement  
**Submitted For:** Joann Nichols, Choice Partners  
**Recommended Action:** Approve

**Submitted By:** Cora Day  
**HCDE Goal(s):** 4. Provide cost savings by leveraging tax dollars

**Additional Resource Personnel:** Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Kendra Jackson and Dr. Jesus Amezcua

**Facilities/Technology Approval Needed?:** None

**Information**

**Posted Agenda Item:**

**Approval of HCDE Interlocal Agreements with:** Vision for Living Community Outreach, Houston, Texas; Trinity Episcopal Church, Houston, Texas; Communities in Schools of the South Plains, Inc., Lubbock, Texas; Guadalupe County, Seguin, Texas; Boyd ISD, Boyd, Texas; Lansing Community College, Lansing, Michigan-Signature Only., and Greece Central School District, Rochester, New York - Signature Only.

**Subject:**

HCDE Interlocal Agreement with:

Entity Name	Entity Type	City	State	Region
Vision for Living Community Outreach	Non-Profit	Houston	TX	04
Trinity Episcopal Church	Non-Profit	Houston	TX	04
Communities in Schools of the South Plains, Inc.	Non-Profit	Lubbock	TX	17
Guadalupe County	County	Seguin	TX	20
Boyd ISD	School District (Outside of Harris County)	Boyd	TX	11
Lansing Community College - Signature Only	College	Lansing	MI	0
Greece Central School District - Signature Only	School District (Outside of Harris County)	Rochester	NY	0

**Rationale:**

HCDE Interlocal Agreement with:

Entity Name	Entity Type	City	State	Region
Vision for Living Community Outreach	Non-Profit	Houston	TX	04
Trinity Episcopal Church	Non-Profit	Houston	TX	04
Communities in Schools of the South Plains, Inc.	Non-Profit	Lubbock	TX	17
Guadalupe County	County	Seguin	TX	20

Boyd ISD	School District (Outside of Harris County)	Boyd	TX	11
Lansing Community College - Signature Only	College	Lansing	MI	0
Greece Central School District - Signature Only	School District (Outside of Harris County)	Rochester	NY	0

---

**Fiscal Impact**

**Included in FY budget Y/N:** Y  
**Included in current budget amendment Y/N:** N

---

**Attachments**

Trinity Episcopal Church  
Vision for Living  
Boyd ISD  
Communities in Schools  
Guadalupe County  
Lansing Community College  
Greece CSD  
Interlocal Map

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Choice Partners	Jeff Drury	08/23/2021 08:12 AM
Purchasing	Yaritza Roman	08/24/2021 02:46 PM
Purchasing Director	Kendra Jackson	08/25/2021 10:07 AM
Assistant Superintendent - Business	Jesus Amezcua	09/02/2021 02:07 PM
Form Started By: Cora Day		Started On: 08/18/2021 12:10 PM
Final Approval Date: 09/02/2021		

**Participation Agreement**  
**between Harris County Department of Education**  
**& Trinity Episcopal Church**

This Participation Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and Trinity Episcopal Church, a non-profit corporation (“Non-Profit”), located in HOUSTON (city), TX (state), for the purpose of permitting Non-Profit to participate in any or all of the programs and services that HCDE offers, including, without limitation, HCDE’s cooperative purchasing program, Choice Partners. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Non-Profit certifies, represents, and warrants that it is a non-profit, tax-exempt entity. Both HCDE and Non-Profit desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
  - A. **HCDE agrees to:**
    - Provide Non-Profit with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon Non-Profit’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. **Non-Profit agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in Non-Profit’s sole discretion.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and Non-Profit or between Non-Profit and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, Non-Profit shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

12. Conflict of Interest. During the Term of HCDE's service to Non-Profit, Non-Profit, its personnel and agents, shall not, directly or indirectly, whether for Non-Profit's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

13. Certificate of Interested Parties. HCDE is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits HCDE from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to HCDE at the time business entity submits the signed contract. Non-Profit agrees to complete the Certificate of Interested Parties electronically with the Texas Ethics Commission and submit the original signed, notarized certificate to HCDE with submission of this signed Agreement.

14. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.

15. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

Trinity Episcopal Church ("Non-Profit")  
Attn: RHAN MIRE  
Title: Front Office Manager  
Address: 1015 Holman St  
City, State, Zip: Houston Tx 77004  
Phone: 713 528 4100  
Email: Front Office @ trinitymidtown.org

16. Relation of Parties. It is the intention of the parties that Non-Profit is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this

- 24. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
- 25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and Non-Profit have executed this Agreement to be effective on the date specified in Article 1. Term above:

Trinity Episcopal Church  
Name of Non-Profit Corporation

Harris County Department of Education

Ryan Mire  
Authorized Signature

\_\_\_\_\_

Ryan Mire  
Printed Name

James Colbert, Jr.

Front Office Manager  
Title

County School Superintendent

8/2/21  
Date

\_\_\_\_\_

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2021-785313

Date Filed:  
08/02/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Trinity Episcopal Church  
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Harris County Department of Education/Choice Partners

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Participation Agreement  
Paper, Security, Office Supplies, Janitorial Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Ryan Mire, and my date of birth is 3/30/79.

My address is 5906 Christell, Houston, Tx, 77092, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 3rd day of 08, 2021.  
(month) (year)

Ryan Mire  
Signature of authorized agent of contracting business entity  
(Declarant)

**Participation Agreement**  
**between Harris County Department of Education**  
**& Vision for Living Community Outreach**

This Participation Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and Vision for Living Community Outreach a non-profit corporation (“Non-Profit”), located in 4139 Kewanee St. Houston (city), TX (state), for the purpose of permitting Non-Profit to participate in any or all of the programs and services that HCDE offers, including, without limitation, HCDE’s cooperative purchasing program, Choice Partners. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Non-Profit certifies, represents, and warrants that it is a non-profit, tax-exempt entity. Both HCDE and Non-Profit desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. **Agreement.** The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. **Purpose and Scope of Work.**
  - A. HCDE agrees to:**
    - Provide Non-Profit with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon Non-Profit’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. Non-Profit agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in Non-Profit’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that Non-Profit desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as Non-Profit's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of Non-Profit.
  5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and Non-Profit.

Non-Profit agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by Non-Profit. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice Non-Profit for the HCDE programs and services that Non-Profit purchases from HCDE. Non-Profit agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date Non-Profit receives the goods; (2) the date the performance of the service is completed; or (3) the date Non-Profit receives an invoice for the goods or service. If Non-Profit makes a payment to HCDE with a credit card, Non-Profit agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If Non-Profit elects to participate in HCDE's cooperative purchasing program, Choice Partners, Non-Profit shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to Non-Profit for participation in Choice Partners. Non-Profit shall make payments directly to vendors. Non-Profit shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. Non-Profit shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between Non-Profit and the vendor. HCDE is not responsible or liable for the performance of any vendor used by Non-Profit as a result of this Agreement or Non-Profit's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.



10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and Non-Profit or between Non-Profit and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, Non-Profit shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

12. Conflict of Interest. During the Term of HCDE's service to Non-Profit, Non-Profit, its personnel and agents, shall not, directly or indirectly, whether for Non-Profit's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

13. Certificate of Interested Parties. HCDE is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits HCDE from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to HCDE at the time business entity submits the signed contract. Non-Profit agrees to complete the Certificate of Interested Parties electronically with the Texas Ethics Commission and submit the original signed, notarized certificate to HCDE with submission of this signed Agreement.

14. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.

15. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

Vision For Living Community Outreach  
Attn:           Deryck J.Hunte            
Title:           President            
Address:           4139 Kewanee St.            
City, State, Zip:           Houston , TX 77051            
Phone:           832-651-4040            
Email:           vimhab@gmail.com          

16. Relation of Parties. It is the intention of the parties that Non-Profit is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this

Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Non-Profit or HCDE and any of Non-Profit's representatives.

17. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide Non-Profit with programs or services. During the Term of this Agreement, Non-Profit reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.
18. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
19. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
20. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
21. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
22. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
23. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

24. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and Non-Profit have executed this Agreement to be effective on the date specified in Article 1. Term above:

Vision for Living Community Outreach

Harris County Department of Education

Name of Non-Profit Corporation



Authorized Signature

Deryck J.Hunte

James Colbert, Jr.

Printed Name

President

County School Superintendent

Title

07/22/2021

Date

Date

**Interlocal Agreement**  
**between Harris County Department of Education**  
**& Boyd Independent School District**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and Boyd ISD, a local governmental entity and/or political subdivision (“LGE”), located in Boyd (city), Texas (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. **Agreement.** The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. **Purpose and Scope of Work.**
  - A. **HCDE agrees to:**
    - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. **LGE agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
  5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
- By either Party, with or without cause, upon thirty (30) days' prior written notice;
  - By mutual written agreement of the Parties; or
  - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
 Attn: James Colbert, Jr.  
 County School Superintendent  
 6300 Irvington Blvd.  
 Houston, Texas 77022  
 713-694-6300

BOYD INDEPENDENT SCHOOL DIST ("LGE")  
 Attn: JULIE MADDUX  
 Title: CFO  
 Address: 600 KNOX AVENUE  
 City, State, Zip: BOYD TX 76023  
 Phone: 940-433-2327 X-5030  
 Email: JMADDUX@BOYDISD.NET

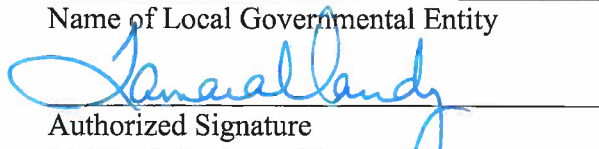
15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

**BOYD ISD**

Name of Local Governmental Entity



Authorized Signature

**DR. TAMARA VARDY**

Printed Name

**SUPERINTENDENT**

Title

**8/17/2021**

Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

Type of Local Governmental Entity (*select one*):

- School District       Charter School  
 County                       City/Municipality  
 University                       College  
 State Entity  
 Governmental entity/other: \_\_\_\_\_



**Participation Agreement**  
**between Harris County Department of Education**  
**& Communities In Schools of the South Plains, Inc. ®**

This Participation Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and Communities In Schools of the South Plains, Inc. ® (CIS®), a non-profit corporation (“Non-Profit”), located in Lubbock (*city*), Texas (*state*), for the purpose of permitting Non-Profit to participate in any or all of the programs and services that HCDE offers, including, without limitation, HCDE’s cooperative purchasing program, Choice Partners. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Non-Profit certifies, represents, and warrants that it is a non-profit, tax-exempt entity. Both HCDE and Non-Profit desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. **Agreement.** The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. **Purpose and Scope of Work.**
  - A. **HCDE agrees to:**
    - Provide Non-Profit with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon Non-Profit’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.

**B. Non-Profit agrees to:**

- Participate in any or all of the programs and services that HCDE offers, in Non-Profit's sole discretion.
  - Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that Non-Profit desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as Non-Profit's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of Non-Profit.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and Non-Profit.

Non-Profit agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by Non-Profit. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice Non-Profit for the HCDE programs and services that Non-Profit purchases from HCDE. Non-Profit agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date Non-Profit receives the goods; (2) the date the performance of the service is completed; or (3) the date Non-Profit receives an invoice for the goods or service. If Non-Profit makes a payment to HCDE with a credit card, Non-Profit agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If Non-Profit elects to participate in HCDE's cooperative purchasing program, Choice Partners, Non-Profit shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to Non-Profit for participation in Choice Partners. Non-Profit shall make payments directly to vendors. Non-Profit shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. Non-Profit shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between Non-Profit and the vendor. HCDE is not responsible or liable for the performance of any vendor used by Non-Profit as a result of this Agreement or Non-Profit's participation in Choice Partners.



16. Relation of Parties. It is the intention of the parties that Non-Profit is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Non-Profit or HCDE and any of Non-Profit's representatives.
17. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide Non-Profit with programs or services. During the Term of this Agreement, Non-Profit reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.
18. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
19. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
20. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
21. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
22. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.





- 23. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
- 24. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
- 25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and Non-Profit have executed this Agreement to be effective on the date specified in Article 1. Term above:

Communities In Schools of the South Plains, Inc.® Harris County Department of Education  
 Name of Non-Profit Corporation

  
 \_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_

Kenna West \_\_\_\_\_  
 Printed Name

James Colbert, Jr.

CEO \_\_\_\_\_  
 Title

County School Superintendent

8-10-21  
 \_\_\_\_\_  
 Date

\_\_\_\_\_

**Interlocal Agreement**  
**between Harris County Department of Education**  
**& Guadalupe County, Texas**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and Guadalupe County \_\_\_\_\_, a local governmental entity and/or political subdivision (“LGE”), located in Seguin (city), Texas \_\_\_\_\_ (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
  - A. **HCDE agrees to:**
    - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. **LGE agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.



- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
  5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
- By either Party, with or without cause, upon thirty (30) days' prior written notice;
  - By mutual written agreement of the Parties; or
  - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
 Attn: James Colbert, Jr.  
 County School Superintendent  
 6300 Irvington Blvd.  
 Houston, Texas 77022  
 713-694-6300

Guadalupe County ("LGE")  
 Attn: Kyle Kutscher  
 Title: County Judge  
 Address: 101 East Court Street  
 City, State, Zip: Seguin, Texas 78155  
 Phone: 830-303-8867  
 Email: kyle.kutscher@co.guadalupe.tx.us

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.




17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

# Guadalupe County

Name of Local Governmental Entity

  
\_\_\_\_\_

Authorized Signature

**Kyle Kutscher**

Printed Name

**County Judge**

Title

July 27, 2021

Date

Harris County Department of Education

\_\_\_\_\_

James Colbert, Jr.

County School Superintendent

\_\_\_\_\_

Date

Type of Local Governmental Entity (*select one*):

- School District       Charter School
- County                       City/Municipality
- University                 College
- State Entity
- Governmental entity/other: \_\_\_\_\_

**Interlocal Contract - Interstate**  
**Between Harris County Department of Education**  
**& \_\_\_\_\_**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interstate Contract (“Contract”) is made and entered into by and between the Harris County Department of Education (“HCDE”), located in Houston, Texas, and the \_\_\_\_\_ (“Entity”), located in \_\_\_\_\_, for the purpose of allowing Entity to purchase services under the same terms, conditions, and prices as are available to all participants of HCDE’s Choice Partners cooperative.

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas and to agencies of other states, pursuant to Texas Government Code § 791.011(b)(2). Both HCDE and Entity desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. **Term.** This Contract is effective from the date of the first signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
  
2. **Agreement.** The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
  
3. **Purpose and Scope of Work.**
  - A. HCDE:**
    - Represents that it has secured the vendor(s)’ agreement to provide commodities and/or services to its non-Texas members under the terms, conditions, and prices as contracted for Texas governmental entities.
    - Represents that it has reviewed the contract(s) and determined that it complies with any and all applicable rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing in the State of Texas.
  - B. Entity:**
    - Agrees that it is Entity’s responsibility to ensure that its State’s rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing allow Entity’s participation in out-of-state contracts.
    - Agrees that it shall issue any and all purchase orders or other applicable authorizations for purchases made on its behalf to Choice Partner’s vendors.
    - Agrees that it shall provide Choice Partners with a copy of any contract or purchase order based on a Choice Partners contract.

- Agrees to follow the terms and conditions of each independent contract or purchase orders for each Choice Partner vendor.
4. As is. HCDE makes this Contract available to Choice Partners participating entities “as is” and are under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the Contract for the benefit of Entity.
  5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
  6. Conflict of Interest. During the Term of HCDE’s service to Entity, Entity, its personnel and agents, shall not, directly or indirectly, whether for Entity’s own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
  7. Contract Amendment. This Contract shall not be altered, changed, or amended except by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
  8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
 Attn: James Colbert, Jr.  
 County School Superintendent  
 6300 Irvington Blvd.  
 Houston, Texas 77022  
 Phone: 713-694-6300

Entity: \_\_\_\_\_  
 Attn: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

9. Relation of Parties. It is the intention of the parties that Entity is independent of HCDE and is not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Entity or HCDE and any of Entity’s agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide Entity these services. During the Term of Contract, Entity reserves the right to use all available resources to procure other services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
  - By Entity upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
  - By mutual written agreement of the parties, upon thirty (30) days prior notice;
  - By either party by giving thirty (30) days written notice to the other party; or
  - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.
12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and

Entity. Both parties agree to allow the Entity to use any or all of the following programs and/or services with no charge from HCDE including Choice Partners.

Entity agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interstate Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
14. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
15. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and Entity have executed this Contract to be effective on the date specified in Article 1. Term above:

\_\_\_\_\_  
Entity Name

  
\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Harris County Department of Education

\_\_\_\_\_  
James Colbert, Jr.

County School Superintendent

Date: \_\_\_\_\_



**Interlocal Contract - Interstate**  
**Between Harris County Department of Education**  
**& Greece Central School District**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interstate Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and the Greece Central School District ("Entity"), located in Rochester, NY, for the purpose of allowing Entity to purchase services under the same terms, conditions, and prices as are available to all participants of HCDE's Choice Partners cooperative.

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas and to agencies of other states, pursuant to Texas Government Code § 791.011(b)(2). Both HCDE and Entity desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Term. This Contract is effective from the date of the first signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. Purpose and Scope of Work.
  - A. **HCDE:**
    - Represents that it has secured the vendor(s)' agreement to provide commodities and/or services to its non-Texas members under the terms, conditions, and prices as contracted for Texas governmental entities.
    - Represents that it has reviewed the contract(s) and determined that it complies with any and all applicable rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing in the State of Texas.
  - B. **Entity:**
    - Agrees that it is Entity's responsibility to ensure that its State's rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing allow Entity's participation in out-of-state contracts.
    - Agrees that it shall issue any and all purchase orders or other applicable authorizations for purchases made on its behalf to Choice Partner's vendors.
    - Agrees that it shall provide Choice Partners with a copy of any contract or purchase order based on a Choice Partners contract.



- Agrees to follow the terms and conditions of each independent contract or purchase orders for each Choice Partner vendor.
4. As is. HCDE makes this Contract available to Choice Partners participating entities “as is” and are under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the Contract for the benefit of Entity.
  5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
  6. Conflict of Interest. During the Term of HCDE’s service to Entity, Entity, its personnel and agents, shall not, directly or indirectly, whether for Entity’s own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
  7. Contract Amendment. This Contract shall not be altered, changed, or amended except by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
  8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
 Attn: James Colbert, Jr.  
 County School Superintendent  
 6300 Irvington Blvd.  
 Houston, Texas 77022  
 Phone: 713-694-6300

Entity: Greece Central School District  
 Attn: Denise Kendt  
 Title: Buyer  
 Address: Odyssey Academy - 750 Maiden Lane  
 City, State, Zip: Rochester, NY 14615  
 Phone: 585-914-2388  
 Email: Denise.Kendt@greececsd.org

9. Relation of Parties. It is the intention of the parties that Entity is independent of HCDE and is not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Entity or HCDE and any of Entity’s agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide Entity these services. During the Term of Contract, Entity reserves the right to use all available resources to procure other services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
  - By Entity upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
  - By mutual written agreement of the parties, upon thirty (30) days prior notice;
  - By either party by giving thirty (30) days written notice to the other party; or
  - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.
12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and

Entity. Both parties agree to allow the Entity to use any or all of the following programs and/or services with no charge from HCDE including Choice Partners.

Entity agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interstate Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
14. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
15. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and Entity have executed this Contract to be effective on the date specified in Article 1. Term above:

Greece Central Schools  
Entity Name

Harris County Department of Education

Denise Kendt  
Signature

\_\_\_\_\_

Denise Kendt  
Printed Name

James Colbert, Jr.

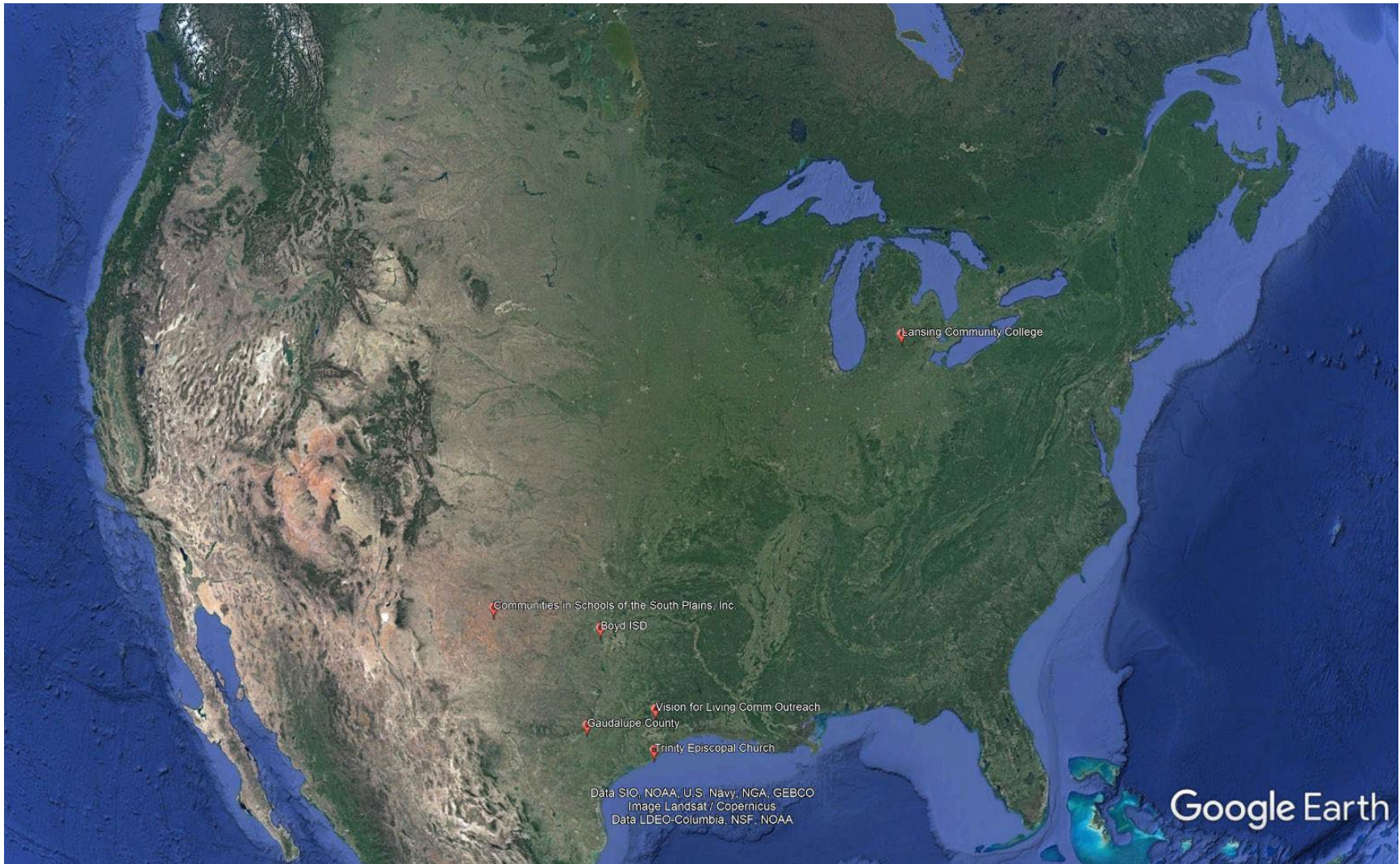
Buyer  
Title

County School Superintendent

8/19/2021  
Date

Date: \_\_\_\_\_





**September 15, 2021**

**HCDE Board Agenda Interlocal Map:**

- A: Vision for Living Community Outreach**
- B: Trinity Episcopal Church**
- C: Communities in Schools of the South Plains, Inc.**
- D: Guadalupe County, Texas**

**September 15, 2021**

**HCDE Board Agenda Interlocal Map:**

- E: Boyd ISD**
- F: Lansing Community College**

**Regular Board Meeting**

**7.F.1.**

**Meeting Date:** September 15, 2021  
**Title:** CH Local FY 21 - Revised  
**Submitted For:** Kendra Jackson, Purchasing

**Submitted By:** Kendra Jackson  
**HCDE Goal(s):** 2. Deliver value responsibly

**Recommended Action:** Approve

**Additional Resource Personnel:** Dr. Jesus Amezcua, Kendra Jackson

**Facilities/Technology Approval Needed?:** None

**Information**

**Posted Agenda Item:**

**Approval to increase the allowable maximum contract amount under CH Local FY 2021** for Butler Business Products, (job #s, 18/060JN-03, 20/002KD-02, 15/039KC-02, 20/004KD-01, 20/005KD-02, 18/075KD-04, 19/033MJ-04, 20/008KD-01, 16/011MP-02, 16/057KC-04, 19/025KD-01, original amount \$380,000), requesting new total amount of \$442,000 (increase of \$62,000), Humble ISD, (Interlocal contract, original amount of \$160,000), requesting new total amount of \$172,000 (increase of \$12,000), and SOA Fin 1st, (job no. 20/019KJ, original amount of \$80,000), requesting new total amount of \$99,300 (increase of \$19,300).

**Subject:**

Request an increase in maximum allowable spending under CH Local

**Rationale:**

The CH Local allowed maximum expenditures need to be increased to reflect anticipated spending.

**Fiscal Impact**

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

Purchasing  
Purchasing Director (Originator)  
Assistant Superintendent - Business  
Purchasing Director (Originator)  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Kendra Jackson  
Final Approval Date: 09/03/2021

**Reviewed By**

Kendra Jackson  
Kendra Jackson  
Kendra Jackson  
Kendra Jackson  
Edna Johnson  
Jesus Amezcua

**Date**

08/25/2021 03:31 PM  
08/26/2021 11:43 AM  
09/02/2021 09:16 AM  
09/02/2021 12:39 PM  
09/02/2021 12:55 PM  
09/03/2021 03:56 PM  
Started On: 08/25/2021 11:29 AM

**Regular Board Meeting**

**7.F.2.**

**Meeting Date:** September 15, 2021

**Title:** Contract Award for Job No. 21/056YR-02 Short Term Vocational Training Programs for Adult Education

**Submitted For:** Kendra Jackson, Purchasing

**Submitted By:** Yaritza Roman

**Recommended Action:** Approve

**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
4. Provide cost savings by leveraging tax dollars

**Additional Resource Personnel:** Dr. Jesus Amezcua, Dr. CJ Rodgers, Stephanie Ross, Kendra Jackson, and Yaritza Roman

**Facilities/Technology Approval Needed?:** None

**Information**

**Posted Agenda Item:**

**Approval of Contract Award for job no. 21/056YR-02 Short Term Vocational Training Programs for Harris County Department of Education Adult Education Division with the following proposer(s):** Academy of World Education, LLC; Brandon E. Martin dba BEM Solutions, LLC; and Business101 Consultants & Trainers, LLC for the period of 09/15/2021 through 09/14/2026, subject to annual appropriations of funding.

**Subject:**

Short Term Vocational Training Programs for the Adult Education Division.

**Rationale:**

The process enacted was a Request for Proposals (RFP) to acquire proposals from vendors to provide workforce certification trainings for the Harris County Department of Education Adult Education Division. Six hundred ninety-eight (698) invitations were extended for proposals. Five (5) responses were received from vendors. Each response was reviewed for compliance with the requirements of the RFP, were evaluated, and scored. Two (2) vendors were deemed as non-responsive, and three (3) vendors offering the best value to HCDE/Adult Education were recommended for an award.

The contract period shall be for a term of five (5) years from 09/15/2021 through 09/14/2026 to the vendor stated above in Posted Agenda Item; subject to annual appropriations of funding. Contracts are in accordance with Texas Education Code 44.031.

**Fiscal Impact**

**Attachments**

- Evaluation Summary
- Board Recommendation
- ECI Form
- Participation Report

**Form Review**

**Inbox**

Purchasing (Originator)  
Purchasing Director

**Reviewed By**

Yaritza Roman  
Kendra Jackson

**Date**

08/24/2021 02:46 PM  
08/25/2021 11:08 AM

**RFP 21/056YR-02 Short Term Vocational Training Programs for HCDE Adult Education Division - Evaluation Summary**

<b>Evaluation Criteria</b>	<b>Total Weighted Value</b>	<b>Academy of World Education</b>	<b>BEM Solutions, LLC</b>	<b>Business 101 Consultants &amp; Trainers, LLC</b>
Price	35	27.50	33.00	28.00
Reputation of Vendor and Vendor's goods and/or service	20	16.50	19.25	17.00
Quality of Vendor's goods and/or services	20	18.75	19.00	18.50
Extent to which the goods and/or services meet HCDE needs	20	19.50	20.00	18.75
Vendor's past relationship with HCDE	5	2.50	5.00	4.50
Impact on Historically Underutilized Businesses	0	0.00	0.00	0.00
Total long-term cost to HCDE	0	0.00	0.00	0.00
For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0	0.00	0.00	0.00
Other (Ability to allow other local government entities to piggy-back from this contract)	0	0.00	0.00	0.00
<b>Total Average</b>	<b>100</b>	<b>84.75</b>	<b>96.25</b>	<b>86.75</b>
		<b>RECOMMENDED</b>	<b>RECOMMENDED</b>	<b>RECOMMENDED</b>

**Harris County Department of Education  
Business Office /Purchasing Division  
Job (Bid-Proposal) **Recommendation Form**  
Program Review**

[This form is used to document due diligence by Recommendation Committee]

---

**To:** Purchasing Division  
**From:** Recommendation Committee

**Stephanie Ross  
Linda Fehoko  
Briggett Bentley  
Yaritza Román**

Job (Bid or RFP#) and Name: 21/056YR-02  
Short Term Vocational Training Programs for Harris County  
Department of Education Adult Education Division

Board Meeting Date: September 15, 2021

Date: August 17, 2021

**Procurement Requirements Available:**

Check One

Under \$2,500 (Requires Division Director and Asst Supt. Approval)  
 From \$2,500 to \$25,000 (Requires Buyer, Purchasing Director/CFO Approval)  
 Over \$50,000 (Requires Board Approval)

I certify that I have reviewed the attached Job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest (CIQ).

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I certify that I am aware of the EDGAR requirements as amended on Dec. 26, 2014 under 2 CFR Part 200, and in specific the **conflict of interest requirements** for federal funds.

I certify that I am aware of Chapter 176 of the Local Government Code requirements for local government officers regarding **conflict of interest disclosures.**

I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFPs) prepared by all Buyers & Director)

**Justification:**

Job no. 21/056YR-02

This RFP was developed to procure short term vocational training programs for the Adult Education Division.

**This job was competitively bid and advertised. The result of the bid generated the following responses:**

**Invitation to propose was sent to six hundred ninety-eight (698) vendors.**

**HCDE received five (5) responses.**

**Recommendation:**

**HCDE is recommending the following vendors for award:**

- **Academy of World Education, LLC**
- **Brandon E. Martin dba BEM Solutions, LLC**
- **Business 101 Consultants & Trainers, LLC**



**Harris County Department of Education  
Business Office /Purchasing Division**

**EC Form**

**Effectiveness and Compliance Review**

[This form is used to document due diligence by Buyer]

---

To: Purchasing Audit File and Jesus J. Amezcua, Ph.D., CPA, Assistant Supt. for Business

From: Yaritza Román – Contract Manager

Job- Bid or RFP# and Name: 21/056YR-02 Short Term Vocational Programs for Harris County Department of Education Adult Education Division

Board Meeting Date: September 15, 2021

Date: August 17, 2021

**Procurement Requirements Applicable:**

Check One

- Under \$2,500 (Requires Division Director and Asst Supt. Approval)  
 From \$2,500 to \$49,999 (Requires Buyer, Purchasing Director/CFO Approval)  
 Over \$50,000 (per CH Local)  
 Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest.

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I certify that I am aware of the EDGAR requirements as amended on Dec. 26, 2014 under 2 CFR Part 200, and in specific the **conflict of interest requirements** for federal funds.

I certify that I am aware of Chapter 176 of the Local Government Code requirements for local government officers regarding **conflict of interest disclosures.**

I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers and Director)

---

# Harris County Department of Education

## Participation Detail as of 8/24/2021 02:09:00 PM (CT)

### Bid Information

Bid Creator	Yaritza Roman
Email	yroman@hcde-texas.org
Phone	(713) 696-8212
Fax	
Bid Number	21/056YR-02
Title	Short Term Vocational Training Programs for Harris County Department of Education Adult Education Division
Bid Type	Request for Proposal
Issue Date	6/9/2021 10:18 PM (CT)
Close Date	8/3/2021 02:00:00 PM (CT)

### Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
2 Inspire Peace	Dallas, TX	06/09/2021			
2*2*4 Solutions Education Consulting Service	Red Oak, TX	06/09/2021			
365 Paving & Construction LLC	Mission, TX	06/09/2021			
3rd I Process FX	Houston, TX	06/09/2021			
3W Consulting Group LLC (Rochelle L. Webb)	Cross Roads, TX	06/09/2021			
4.0 GPA	Houston, TX	06/09/2021			
400 Voices	Houston, TX	06/09/2021			
4142 Youth Development Services	ROSHARON, TX	06/09/2021			
4kboards	Keller, TX	06/09/2021			
4W Solutions, Inc	Houston, TX	06/09/2021			
7Mindsets	Roswell, GA	06/09/2021			
806 Technologies, Inc.	Plano, TX	06/09/2021			
A & R Holdings, LLC	Jacksonville, FL	06/09/2021			
A,N,H. Consulting, LLC.	New Orleans, LA	06/09/2021			
A.I.M. (Assessment Intervention Management, LLC)	San Antonio, TX	06/09/2021			
AAA Painting	Houston, TX	06/09/2021			
Abundance Educational Consulting, LLC	Humble, TX	06/09/2021			
AC Language School (Chavez & Associates)	Sugar Land, TX	06/09/2021			
Academia in Motion, Inc	Houston, TX	06/09/2021			
Academic Learning Company (Velazquez Press)	El Monte, CA	06/09/2021			
Academy of World Education	Fort Worth, TX		Submitted	08/03/2021	08/03/2021
ACS Engineering & Safety	Spring, TX	06/09/2021	Unsubmitted	06/10/2021	
AdaptiveX (Test4Me LLC)	Glenarden, MD	06/09/2021			
Adira LLC	Savannah, TX	06/09/2021			
AdjuStar Services, Inc.	Houston, TX	06/09/2021			
ADMORE BEHAVIORAL THERAPY	Houston, TX	06/09/2021			
AGL (Accompanied by God's Love, Inc)	Houston, TX	06/09/2021			
Ahead Of The Class Educational Services, Inc.	Richmond, TX	06/09/2021			
Alamo Music Center, Inc.	San Antonio, TX	06/09/2021			
Alba Educational Consulting, LLC	Kingwood, TX	06/09/2021			
ALL AMERICAN SPECIALTY CONSTRUCTION LLC	IRVING, TX	06/09/2021			
All Educate Learning Resources	Livingston, TX	06/09/2021			
ALL VALLEY DRUG SCREENS	Brownsville, TX	06/09/2021			
Alliance Financial Ministries, Inc.	Pearland, TX	06/09/2021			
AlphaGraphics (Lukitas Inc.)	Houston, TX	06/09/2021			
ALTERING THE EDUCATION XPECTATION LLC	Evanston, IL	06/09/2021			
Altitude Learning (AltSchool, PBC d/b/a Altitude Learning)	San Francisco, CA	06/09/2021			
Amanda Holdsworth Communications	South Lyon, MI	06/09/2021			
Amanda Morgan, Not Just Cute (Amanda Morgan)	Olalla, WA	06/09/2021			



American Institutes for Research (American Insitutes for Research in the Behavioral Sciences)	Washington, DC	06/09/2021	Viewed	06/10/2021	
American Productivity & Quality Center	Houston, TX	06/09/2021			
Anew Psychological Services, PLLC	Houston, TX	06/09/2021			
AnLar, LLC	Arlington, VA	06/09/2021			
Ann Marie Harbour	Richmond, TX	06/09/2021			
Anthropology Arts (Voices Advance LLC DBA anthropology arts)	Brooklyn, NY	06/09/2021			
Apple Developmental Health	Houston, TX	06/09/2021			
Aquilla Educational Resources	FORNEY, TX	06/09/2021			
ardurra group	houston, TX	06/09/2021			
Argument-Driven Inquiry	Austin, TX	06/09/2021			
ARRAY	Bellaire, TX	06/09/2021			
Arts Alive! Inc (ARTS ALIVE!)	Houston, TX	06/09/2021			
As We Grow Learning Center	Houston, TX	06/09/2021			
ASAP Roofing (Koppel & Kozel, LLC)	Tyler, TX	06/09/2021			
ASmart Consulting	Houston, TX	06/09/2021			
Aspire Works LLC	San Antonio, TX	06/09/2021			
Assoc for the Advancement of Mexican Americans (AAMA)	Houston, TX	06/09/2021			
Astrov & Associates	Frisco, TX	06/09/2021			
AT&T Mobility LLC	Bellaire, TX	06/09/2021			
Athena Scholastic, LLC	Vero Beach, FL	06/09/2021			
Atkins Powerhouse Consulting LLC	Fort Worth, TX	06/09/2021			
AUSTIN LEARNING CENTER (CANDEO, LLC)	AUSTIN, TX	06/09/2021			
B Dow (Elizabeth Dow)	Richmond, TX	06/09/2021			
Baked With Confidence	Houston, TX	06/09/2021			
Barstone, Inc.	San Antonio, TX	06/09/2021			
BCA DX LABORATORY	Livingston, TX	06/09/2021			
BCS Consulting	Humble, TX	06/09/2021			
BE GLAD LLC	San Jose, CA	06/09/2021			
Bearing Fruit Early Childhood Training	HOUSTON, TX	06/09/2021			
Bedden & Associates, LLC (Bedden)	Richmond, VA	06/09/2021			
Bee Busy Wellness Center	Houston, TX	06/09/2021			
Bell and Smarts	Broken Arrow, OK	06/09/2021			
BellXcel	Westwood, MA	06/09/2021			
BEM Solutions, LLC	Kansas City, MO	06/09/2021	Submitted	07/30/2021	07/30/2021
BenCheri Educational Center	Houston, TX	06/09/2021			
Benchmark Education Company	New Rochelle, NY	06/09/2021	No Bid	06/16/2021	07/12/2021
Bertha L. St. John /Solid Rock Speech Language Clinic	Fresno, TX	06/09/2021			
Best Practice Associates, Inc.	Houma, LA	06/09/2021			
Black Topaz Consulting	Austin, TX	06/09/2021			
BlackBeltHelp	Chicago, IL	06/09/2021			
Blocker Education Research, LLC (Tyrone D. Blocker)	Austin, TX	06/09/2021			
BLU PHIRE RESEARCH INSTITUTE INC	HOUSTON, TX	06/09/2021			
BluGreen Pest Control	Wallis, TX	06/09/2021			
BMHR - Better Man HR LLC	SAN ANTONIO, TX	06/09/2021			
BookerDezigns	Richmond, TX	06/09/2021			
Bookwhisperer, Inc. (Donalyn Miller)	Colleyville, TX	06/09/2021			
Boundaryless Enterprises, LLC	Houston, TX	06/09/2021			
Boykins Youth Foundations	Houston, TX	06/09/2021			
Boys and Girls Clubs of Greater Houston	Houston, TX	06/09/2021			
Bracane Company	Plano, TX	06/09/2021			
BrainStorm Advanced Learning Systems	Mansfield, TX	06/09/2021	Viewed	07/28/2021	
Brandi Spencer Consulting	Spring, TX	06/09/2021			
Brandi T. Brown	Manvel, TX	06/09/2021			
Brandon Miller	Houston, TX	06/09/2021			
BraveUp Consulting	Garland, TX	06/09/2021			
Briar Patch	Houston, TX	06/09/2021			
Bridge to Leadership, LLC	Missouri City, TX	06/09/2021			
Bright Ideas	Jersey Village, TX	06/09/2021			
BrightBytes	San Francisco, CA	06/09/2021			
Brighter Futures Counseling and Consulting	Houston, TX	06/09/2021			
Building Solutions	dallas, TX	06/09/2021			

bulb Inc.	Lafayette, CO	06/09/2021			
Bureau of Education & Research	Bellevue, WA	06/09/2021			
Burgeon IT Services LLC	Wilmington, DE	06/09/2021			
Burnett Staffing Specialists (The Burnett Companies Consolidated Inc.)	Houston, TX		No Bid	07/06/2021	07/06/2021
BUSINESS 101 CONSULTANTS & TRAINERS	Houston, TX	06/09/2021	Submitted	08/03/2021	08/03/2021
BUTTON UP GLOBAL	Houston, TX	06/09/2021			
ByHearing, LLC	Houston, TX	06/09/2021			
C Change Consulting	Houston, TX	06/09/2021			
C1S Group, Inc.	Dallas, TX	06/09/2021			
CALPAA Inc (CALPAA, Inc)	Seattle, WA	06/09/2021			
Caperton-Brown & Poole Consulting	Ft. Pierce, FL	06/09/2021			
Capitol Region Education Council	Hartford, CT	06/09/2021			
Catapult Dreams, LLC	Pearland, TX	06/09/2021			
Catapult Learning	Camden, NJ	06/09/2021			
CBRE   Heery (CBRE Heery, Inc.)	Houston, TX	06/09/2021			
CBTS Technology Solutions	Cincinnati, OH	06/09/2021			
CCS Global Tech (California Creative Solutions, Inc)	Poway, CA		Viewed	06/14/2021	
Center for Student Achievement Solutions	New York, NY	06/09/2021			
Center for the Collaborative Classroom	Alameda, CA	06/09/2021			
Certica Solutions	Wakefield, MA	06/09/2021			
Character You!	Manvel, TX	06/09/2021			
CharacterStrong, LLC	PUYALLUP, WA	06/09/2021			
Chart Chicks LP	Lufkin, TX	06/09/2021			
Chase in Dreams, Speech and Drama (Deadra Chase)	Houston, TX	06/09/2021			
CHAT (Culture of Health-Advancing Together)	Houston, TX	06/09/2021			
Cheryl R. Vital	Crosby, TX	06/09/2021			
Child Care Associates	FORT WORTH, TX	06/09/2021			
Child Care Council (Child Care Council of Greater Houston Inc.)	Houston, TX	06/09/2021			
Child Trends	Bethesda, MD	06/09/2021			
Childcare Masters LLC	Cypress, TX	06/09/2021	Viewed	06/22/2021	
Cindy Puryear Consulting Services (Cindy Puryear)	Houston, TX	06/09/2021			
cLI-Energy and Construction LL	Houston, TX	06/09/2021			
Club SciKidz Houston (Heir Consulting Group)	Houston, TX	06/09/2021			
Coach Mercer LLC	Katy, TX	06/09/2021	Viewed	06/29/2021	
Coatings Specialty Development Lab	Cypress, TX	06/09/2021			
Code Park Inc	Houston, TX	06/09/2021			
Cognia	Alpharetta, GA	06/09/2021			
Cognixia (Cognixia Inc)	Basking Ridge, NJ	06/09/2021			
CohnReznick LLP	Austin, TX	06/09/2021			
Collaborate With Christina	Houston, TX	06/09/2021			
Collaborative for Children	Houston, TX	06/09/2021			
Color of Life (Color of Life Community Resource & Activity center)	Houston, TX	06/09/2021			
Comflow Mechanical Services	Houston, TX	06/09/2021			
Community Training and Assistance Center, Inc.	Boston, MA	06/09/2021			
Construction Journal	Stuart, FL	06/09/2021			
CoolSpeak, LLC	Pottstown, PA	06/09/2021			
Corwin Press, a SAGE Company	Thousand Oaks, CA	06/09/2021	Viewed	06/16/2021	
Cossey's Services, LLC	The Woodlands, TX	06/09/2021			
Covid Safety Glass (Silent West LLC)	LAS VEGAS, NV	06/09/2021			
CPS HR Consulting (Cooperative Personnel Services)	Sacramento, CA	06/09/2021			
Creative Concepts for Early Learning (Latanya Elizabeth Atherley)	Converse, TX	06/09/2021			
Creative Trainers and Consultants	Houston, TX	06/09/2021			
Creatively Inspired Communications (ConSandra Jones)	Austin, TX	06/09/2021			
CRreed Global Enterprises (CRreed Global Media & Production)	Houston, TX	06/09/2021			
Crimson Vision Enterprises	Dickinson, TX	06/09/2021			
Cyclone FPV (Cyclone 3D, Inc.)	Spring, TX	06/09/2021			
D & S Educational Consulting (Stephanie Ross)	Houston, TX	06/09/2021			

D. Mark Wallace	McAllen, TX	06/09/2021		
Dan St. Romain Educational Consulting, LLC	Universal City, TX	06/09/2021		
Danny Steele (Daniel J. Steele)	Birmingham, AL	06/09/2021		
David P. Weikart Center for Youth Program Quality (The Forum for Youth Investment)	Washington, DC	06/09/2021		
David Rodriguez	San Antonio, TX	06/09/2021		
David Santana	Houston, TX	06/09/2021		
Debbie Diller & Associates, Inc.	Houston, TX	06/09/2021		
Decisions	Houston, TX	06/09/2021		
DeDe Church & Associates, LLC	AUSTIN, TX	06/09/2021		
Defined Learning	Northbrook, IL	06/09/2021		
Delta Heating and Air Conditioning (Delta AC)	Houston, TX		Viewed	07/22/2021
DEMS,LLC	Houston, TX	06/09/2021		
Development Without Limits	Maine, ME	06/09/2021		
DGR United	houston, TX	06/09/2021		
Diecilla Theadora Sledge	Homestead, FL		Viewed	06/19/2021
Disciplers Inc	Spring, TX	06/09/2021		
DoLogic Inc.	Annandale, VA	06/09/2021		
Dorsey Management Services	Lewisville, TX	06/09/2021		
dougie-fresh (Dr. Douglas L. Garner)	North Las vegas, NV	06/09/2021		
Dr. Jeanne M. Hines	Port Arthur, TX	06/09/2021		
Dr. Mary E. White International, LLC	Houston, TX	06/09/2021	No Bid	07/19/2021 07/19/2021
Dr. Mike!	Wimberey, TX	06/09/2021		
DR. PATRICIA MORALES ELLSERVICES	THE WOODLANDS, TX	06/09/2021		
Dr. Pope's STEM and Liberal Arts Academy	Pearland, TX	06/09/2021		
DrB!Real Educational Services	Houston, TX	06/09/2021		
Dream Capital International, Inc	Houston, TX	06/09/2021		
Dream Catcher Learning Academy	Humble, TX	06/09/2021		
Dual Point Education	Houston, TX	06/09/2021		
DYS HOUSYON YOUTH ASSOCIATION	Houston, TX	06/09/2021		
E3 Alliance	Austin, TX	06/09/2021		
Early Start Development Inc	Humble, TX	06/09/2021		
E-Colors in Education	Austin, TX	06/09/2021		
edOpp Solutions LLC	Houston, TX	06/09/2021	Viewed	06/21/2021
EDU Specialist, LLC	Lake Dallas, TX	06/09/2021		
Educate To Edify (Educating While Black)	Pearland, TX	06/09/2021		
Education & Business Associates, Inc.	DeSoto, TX	06/09/2021		
Education Elements, Inc.	South San Francisco, CA	06/09/2021		
Education Solutions Now, LLC	Houston, TX	06/09/2021	Viewed	06/29/2021
Educational Epiphany LLC	WASHINGTON, DC	06/09/2021		
Educational Leadership Consultants	Houston, TX	06/09/2021		
Educational Systems Consulting	Binghamton, NY	06/09/2021		
EducationDesigns Unlimited Services, LLC	North Plainfield, NJ	06/09/2021	Unsubmitted	06/15/2021
Edwards Sutarwalla PLLC	Houston, TX	06/09/2021		
Elegant Enterprise Wide Solutions, Inc.	Chantilly, VA	06/09/2021		
Elisa Rankin Consulting LLC	Uvalde, TX	06/09/2021		
Ellington Chastain Educational Initiative	San Antonio, TX	06/09/2021		
Emdin Support Services LLC	Bronx, NY	06/09/2021		
Emergent Tree Education	Austin, TX	06/09/2021		
Emma Oliver	Houston, TX	06/09/2021		
Empowered Network Services, LLC	Huffman, TX	06/09/2021		
Energy Saving Advisor Distributors	Dallas, TX	06/09/2021		
engage2learn (Engage! Learning, Inc. dba engage2learn)	Portland, TX	06/09/2021		
Engaged Escapades	Houston, TX	06/09/2021		
Engaging Learners, LLC (Katherine S. McKnight)	Antioch, IL	06/09/2021		
Ensemble Learning (The College Ready Promise)	Austin, TX	06/09/2021		
Enterprise Pals, Inc.	Olathe, KS	06/09/2021		
Epic Decisions, LLC	Kingwood, TX	06/09/2021	Viewed	07/13/2021
ESL INTERNATIONAL, LLC	El Paso, TX	06/09/2021		
Essential Wellness and Balance	Missouri City, TX	06/09/2021		
eTeachingMe (Love N Learn At Home)	Georgetown, TX	06/09/2021		
Etrainers.org	Machesney Park, IL	06/09/2021		
eTutorsZone LLC	Apex, NC	06/09/2021		
Evergreen Solutions, LLC	Tallahassee, FL	06/09/2021		
Exceptional Pediatric Therapy, LLC	Houston, TX	06/09/2021		
ExecuTeam Staffing	Houston, TX	06/09/2021		

ExerPlay, Inc	Cedar Crest, NM	06/09/2021			
Exploros (Exploros, Inc.)	Wayland, MA	06/09/2021			
Faith Works Consulting Group, LLC	Houston, TX	06/09/2021			
Fast Forward	Las Vegas, NV	06/09/2021			
Favor Consulting Inc (Demlan Solutions Inc)	Southlake, TX	06/09/2021			
Fazzio Consulting, LLC.	Round Rock, TX	06/09/2021			
Felicity Educational Services	Deerfield, IL	06/09/2021			
Ferrilli	Haddonfield, NJ	06/09/2021			
Fig Restoration	houston, TX	06/09/2021			
FIRST Educational Resources, LLC	Winneconne, WI	06/09/2021			
Floral Park Consulting LLC	Floral Park, NY	06/09/2021	Viewed	06/10/2021	
For The Culture Literacy Development	Humble, TX	06/09/2021			
Forged Ed	Houston, TX	06/09/2021	Unsubmitted	06/10/2021	
Fostering Stars Learning & Resource Center, Inc	Houston, TX	06/09/2021			
FotoFest, Inc.	Houston, TX		Viewed	08/02/2021	
Fragile Planet Wildlife Center	Harlingen, TX	06/09/2021			
Franklin D Saulsberry LLC	Porter, TX		Viewed	07/05/2021	
Freese and Nichols, Inc.	Fort Worth, TX	06/09/2021			
Friends of the British Council USA Inc.	Washington, DC	06/09/2021			
From The Ground up Performance Enhancement (Deanna Voltz)	Houston, TX	06/09/2021			
From The Heart International Educational Services	Nashville, TN	06/09/2021			
Frontier Services Group	Houston, TX	06/09/2021			
Fuel Up For Life Foundation Inc	FRESNO, TX	06/09/2021	Viewed	06/30/2021	
Fundamentals	Pearland, TX	06/09/2021			
Furness Law	Houston, TX	06/09/2021			
Future Strong Education	Wurtulla, QLD	06/09/2021	Unsubmitted	06/09/2021	
G4C Enterprises, LLC	Pflugerville, TX	06/09/2021			
Gary Polland P.C.	Houston, TX	06/09/2021			
Gastile Consultant Group	Houston, TX	06/09/2021			
Gazelle Capital, LLC	Saint Petersburg, FL	06/09/2021			
Generation Ready	New York, NY	06/09/2021			
Generation Teach Inc.	Boston, MA	06/09/2021			
Gene's Machine, INC.	Victoria, TX	06/09/2021			
Gentle Minds Tutoring	Missouri City, TX	06/09/2021			
German Consulting and Resources, LLC (Felecia German)	Sugarland, TX	06/09/2021			
GermBlast (Infection Controls, Inc.)	Lubbock, TX	06/09/2021			
Getting Sorted (G. Yess Fisher & Co., LLC)	The Woodlands, TX	06/09/2021			
Giftng Grounds	Houston, TX	06/09/2021			
Gilberto D. Soto	Laredo, TX	06/09/2021			
GilCat Solutions (Gloria Lastra)	Spring, TX	06/09/2021			
Girlstart	Austin, TX	06/09/2021			
Glass View of Tech	Spring, TX	06/09/2021			
Glenrock Consulting, LLC	Long Beach, CA	06/09/2021			
GLOBAL EDUCATIONAL SOLUTIONS LLC	Canton, MI	06/09/2021			
GMC CONSULTANTS,LLC	Houston, TX	06/09/2021			
GOD FEARING POWER HOUSE (POWER ROCK COMMUNITY CENTR)	HOUSTON, TX	06/09/2021			
Golden Mountain Consulting L.L.C	Houston, TX	06/09/2021			
Golding Touch Education Consul	Manvel, TX	06/09/2021			
GO-Strategic Management Services	Houston, TX	06/09/2021			
GovSense	Alpharetta, GA	06/09/2021			
GPR Ventures, LLC	Montgomery, TX	06/09/2021	No Bid	06/16/2021	06/16/2021
Gray Mechanical (Gray Mechanical, LLC)	Houston, TX	06/09/2021			
Greatest in the Kingdom Ministries	The Woodlands, TX	06/09/2021			
Greg Garrett	Sugarland, TX	06/09/2021			
Grow Minds Consulting LLC	HOUSTON, TX	06/09/2021			
GW Implementation Solutions	Nokomis, FL	06/09/2021			
Hallmark Office Products (Graham)	Houston, TX		Viewed	08/03/2021	
Harmony Public Schools	Houston, TX	06/09/2021			
Heartwork Trending Counseling and Consulting, PLLC (Heartwork Trending Consulting Services)	Houston, TX	06/09/2021			
Heavenly Service, LLC	Webster, TX	06/09/2021			
Helping All Leaders Obtain Success (HALOS) (Helping All Leaders Obtain Success)	Homewood, IL	06/09/2021			

Henry Deslaurier	Houston, TX	06/09/2021		
Herrera Talent Strategies LLC	Houston, TX	06/09/2021		
HiMac Center for Creative Thinking	Humble, TX	06/09/2021		
Holland Energy Consulting	Houston, TX	06/09/2021		
Holtz/Adams Construction and Consulting, LLC	Universal City, TX	06/09/2021		
Honor Moorman Consulting	Brazoria, TX	06/09/2021		
Hooper Strategies	Granbury, TX	06/09/2021		
Hope Over Hurt	Houston, TX	06/09/2021		
HORIZON SW PROPERTIES	SUGAR LAND, TX	06/09/2021		
Houghton Mifflin Harcourt Publishing Company	Geneva, IL	06/09/2021		
Houston A+ Challenge	Houston, TX	06/09/2021		
Houston Urban Debate League	Houston, TX	06/09/2021		
HRchex, LLC (Intellisoft II, Inc.)	Irving, TX	06/09/2021		
HTEC-Houstons Training and Education Center, Inc. (Phillips)	Houston, TX	06/09/2021		
Hunt, Guillot & Associates	Baton Rouge, LA	06/09/2021		
Hunt's Plumbing LLC	Cypress, TX		Viewed	06/15/2021
I AM Transition Community Foundation, Inc.	Humble, TX	06/09/2021		
IA-Advanced Telecom Solutions, LLC	Richmond, TX	06/09/2021		
IBEX IT Business Experts LLC	Norcross, GA		Viewed	07/14/2021
IdentiFIE Special Education, LLC	Houston, TX	06/09/2021		
IgnitED	Spring, TX	06/09/2021		
Illuminate Education	Irvine, CA	06/09/2021		
Imagine Excellence.Inc	Houston, TX	06/09/2021		
Imagine Me Academy	Crosby, TX	06/09/2021		
Immaculate Kids	Houston, TX	06/09/2021		
IMPACT 360	Missouri City, TX	06/09/2021		
IMS Dodge	San Diego, CA	06/09/2021		
Indatatech (Instant Data Technologies, Inc.)	San Antonio, TX	06/09/2021		
Indigo Education Company (Watershed, Inc)	Niwot, CO	06/09/2021		
Infinite Education Solutions	Desoto, TX	06/09/2021		
Infinite Solutions Enterprises (The DDance Group, Inc.)	Glen Allen, VA	06/09/2021		
Infojini,Inc.	Columbia, MD	06/09/2021		
Ink International	Lawrenceville, GA	06/09/2021		
InnerChange Consulting Group	Houston, TX	06/09/2021		
Innovation Bridge, Inc.	Sacramento, CA	06/09/2021		
Innovative Texas Strategies LLC	Houston, TX	06/09/2021	Unsubmitted	08/11/2021
InnovsiteLLC	Decatur, GA	06/09/2021		
Institute for Building Technology and Safety	VA, VA	06/09/2021		
International Write Now, Inc	Missouri City, TX	06/09/2021		
Interprise/Southwest Interior & Space Planning, In	Addison, TX	06/09/2021		
Invo Healthcare Associates (Invo Healthcare Associates, LLC)	Jamison, PA	06/09/2021		
IPM Asset Solutions, Inc.	Houston, TX	06/09/2021		
I-Raos, Inc	Pearland, TX	06/09/2021		
ISE International Group	Bethesda, MD	06/09/2021		
Its Your Time To Flourish	Houston, TX	06/09/2021		
iWRITE (I Write)	Houston, TX	06/09/2021		
JaCody Construction, LP	College Station, TX		Viewed	08/02/2021
JC Stonewall Constructors, LP	Houston, TX	06/09/2021		
Jean Polichino Consulting, LLC	Fredericksburg, TX	06/09/2021		
Jennifer Michelle Weeks	Cypress, TX	06/09/2021		
Jennifer Serravallo Consulting, LLC	South Orange, NJ	06/09/2021		
JER HR Group LLC	New York, NY	06/09/2021		
Jerry Gaither Enterprise	HOUSTON, TX	06/09/2021		
Jigsaw Learning LLC (TeachTown)	Woburn, MA	06/09/2021		
JJ's I'm Me Foundation	Houston, TX	06/09/2021		
JL Hinds Consulting LLC (Hinds)	San Antonio, TX	06/09/2021		
Jocelyn A Chadwick,PhD (Jocelyn A. Chadwick)	Arlington, MA	06/09/2021		
John SanGiovanni	Westminster, MD	06/09/2021		
Johnson Consulting (Adrian B. Johnson)	Houston, TX	06/09/2021		
Jon M. Warren, LLC	Decatur, TX	06/09/2021		
Jones Lang LaSalle (JLL)	Houston, TX	06/09/2021		
Joyce Davis/Erin Whitney	Houston, TX	06/09/2021		
JRC & Associates, Educational Consultant Services	Houston, TX	06/09/2021		

JS&D Sports Development Outreach Ministries	Humble, TX	06/09/2021			
K&R Group, INC	Houston, TX	06/09/2021			
K12 Food Pros	La Mesa, CA	06/09/2021			
K12 Insight	Herndon, VA	06/09/2021			
Kagan Publishing & Professional Development	San Clemente, CA	06/09/2021			
Kaplan Early Learning Company	Lewisville, NC	06/09/2021			
KATTA INFOTEK INC	HOUSTON, TX	06/09/2021			
KCP Educational Consulting (Kristi Clarkson Pharaon)	Brenham, TX	06/09/2021			
Keey Group LLC	Rosharon, TX	06/09/2021			
Kennesaw State University iTeach (Elkins Pointe MS)	Kennesaw, GA	06/09/2021			
Keter Environmental Services	Indianapolis, IN	06/09/2021			
Keys to Literacy	Rowley, MA	06/09/2021			
KGBTexas Communications	Houston, TX	06/09/2021			
KH Literacy Education LLC (Kristen Leanne Henry)	San Antonio, TX	06/09/2021			
Kickboard, Inc.	New Orleans, LA	06/09/2021			
Kidsfit (ED PINNEY LLC)	HUGER, SC	06/09/2021			
Kijo Consulting LLC	Houston, TX	06/09/2021			
Kiln Services of North Texas	Highland Village, TX	06/09/2021			
Kingham Dalton Wilson, Ltd.	Houston, TX	06/09/2021			
KLD PLAYSCAPES USA (TWO WORD COMPANY LLC)	Boca Raton, FL	06/09/2021			
KMD Hospitality (KMD Hospitality LLC)	Humble, TX	06/09/2021			
Konnecting the Dots	Houston, TX	06/09/2021			
KTM Educational Consulting, LLC	San Antonio, TX	06/09/2021			
L&S Associates, LLC	Montgomery, TX	06/09/2021			
L.SMURPHE.F Institute; Solutions by L.SMURPHE.F; L.SMURPHE.F Productions (L.SMURPHE.F Enterprises, Ltd. Co.)	League City, TX	06/09/2021			
Lady Liberty Group LLC	Eules, TX	06/09/2021			
Lan Nguyen	Houston, TX	06/09/2021			
Lantana Communications	Arlington, TX	06/09/2021			
LATT Evaluations and Services, PLLC (La Shaun Arzu, PLLC)	Houston, TX	06/09/2021			
Launch Point CDC, Inc.	Houston, TX	06/09/2021			
LaVondia Menephee	Houston, TX	06/09/2021			
LBNM Corporation	Richmond, TX	06/09/2021			
LEAD Educational Services (William Price)	Missouri City, TX	06/09/2021			
Lead Your School (Blue Daisy Consulting, LLC)	Midland, TX	06/09/2021			
lead4ward, LLC	Plano, TX	06/09/2021			
Leadership ConsultingGroup, Inc.	Houston, TX	06/09/2021			
Leading School Learning	Cypress, TX	06/09/2021			
LEAPS AND BOUNDS TUTORIAL CENTERS (Tutorials by Leaps and Bounds)	Houston, TX	06/09/2021			
Learning Forward	Dallas, TX	06/09/2021			
Learning Omnivores (William Sommers)	Austin, TX	06/09/2021			
Lee Rutledge Consulting (Rutledge)	Austin, TX	06/09/2021			
Legends Do Live	Missouri City, TX	06/09/2021			
Levy's Tutorial and Enrichment Center (Mary Baumann)	Houston, TX		No Bid	06/24/2021	06/24/2021
Libra-Tech Corporation	Argyle, TX	06/09/2021			
LightSail, Inc.	New York, NY	06/09/2021			
Lisa K Bailey	Missouri City, TX	06/09/2021			
Look to Success, LLC (Michelle Lee Pina)	Houston, TX	06/09/2021			
Love 2 the Max	Houston, TX	06/09/2021			
Lovescaping LLC	Houston, TX	06/09/2021			
Lowes Companies Inc	Mooreville, NC	06/09/2021			
LP Printing ( Long Plan Printing ) (Long Plan Printing)	Houston, TX		Viewed	06/24/2021	
LQI Consulting Group, LLC	Round Rock, TX	06/09/2021			
L-Sync, LLC	Grand Prairie, TX	06/09/2021			
Luchin Educational Consulting (Beatrice Moore Luchin)	Houston, TX	06/09/2021			
Lucy Anderson	Houston, TX	06/09/2021			
Lyceum (Institute for Civic Education in Vietnam)	Houston, TX	06/09/2021	Viewed	06/10/2021	

Lynn Gomes, LLC (Lynn Gomes)	Houston, TX	06/09/2021			
M&H Lighting Systems (Mapenzi Group)	Pearland, TX	06/09/2021			
M.E.N. (Mentoring, Educating & Nurturing) Incorporated (MEN Inc.)	Houston, TX	06/09/2021	No Bid	06/21/2021	06/21/2021
M3 Inc	Brooklyn, NY	06/09/2021			
Main Stop Testing Svcs	Houston, TX	06/09/2021			
Main Street Pilot, Inc.	Dallas, TX	06/09/2021			
Maker Education Inc	Houston, TX	06/09/2021			
Malor & Company Inc	New York, NY	06/09/2021			
MangesConsulting,LLC	Rowlett, TX	06/09/2021			
Mark Collins Construction LLC	League City, TX	06/09/2021			
Mark Matranga	Fort Worth, TX	06/09/2021			
Marketing Addiction Inc.	Houston, TX	06/09/2021			
Marvelous University	Dallas, TX	06/09/2021			
Marvin Pierre (Dudley Marvin Pierre)	Houston, TX	06/09/2021			
Mary Benton Communications and Public Affairs	Houston, TX	06/09/2021			
MARY LOUS TWIRLERS & DRILL TREAM (TERRY LYNN DAVIS)	HOUSTON, TX		Unsubmitted	06/13/2021	
Mary Lynn Johnson	Spring, TX	06/09/2021			
Marzano Research, LLC	Bloomington, IN	06/09/2021			
Maxim Healthcare Staffing Services, Inc.	San Luis Obispo, CA	06/09/2021			
MAXIMUS	Reston, VA	06/09/2021			
MCA Communications	Houston, TX	06/09/2021			
McGraw Hill LLC	Columbus, OH	06/09/2021			
MCP Professional Services (Dr. Deloris L. Nelson)	Houston, TX	06/09/2021			
McREL International	Denver, CO	06/09/2021			
Medixsoft Inc	Lewisville, TX	06/09/2021			
Megan McCarter	Portland, OR	06/09/2021			
Melba Figueroa (HonestRx Consulting LLC)	Southlake, TX	06/09/2021			
MERCER TECHNOLOGIES FIRM	Gary, IN	06/09/2021			
Metamorphosis Concepts	Manvel, TX	06/09/2021			
MetriTech, Inc.	Champaign, IL	06/09/2021			
Microburst Learning, LLC	Columbia, SC	06/09/2021			
Milestone Education, LLC	Lawrenceville, GA	06/09/2021			
Millennium Learning Concepts	Lexington, KY	06/09/2021			
Millunzi & Associates	The Woodlands, TX	06/09/2021			
Mind Your Gaps	Plano, TX	06/09/2021			
Mitaja Corporation	Fulton, MD	06/09/2021			
MMECA (1968)	Missouri City, TX	06/09/2021			
Moore Counseling and Psychological Services (Lorenzo Moore)	Houston, TX	06/09/2021			
MPact Consulting (Detra D. Johnson)	Humble, TX	06/09/2021	Submitted	06/18/2021	06/18/2021
MPACT STRATEGIC CONSULTING, LLC	Houston, TX	06/09/2021			
MSys inc	washington, DC	06/09/2021			
myON, LLC	Bloomington, MN	06/09/2021			
Namitzi Yoga (Mitzi Henderson)	HOUSTON, TX	06/09/2021			
Nasare Enterprises,LLC.	Houston, TX	06/09/2021			
National Academic Educational Partners Inc.	Miami Lakes, FL	06/09/2021			
National Training Network, Inc.	Greensboro, NC	06/09/2021			
NationSync (NationSync Corporation)	Houston, TX	06/09/2021			
Nazca Technologies and Consulting LLC	MONTGOMERY, TX	06/09/2021			
NEDRP, LLC (RD360 EDUCATIONAL CONSULTING)	Canyon Lake, TX	06/09/2021			
NEUFELD LEARNING SYSTEMS INC.	LONDON, ON	06/09/2021			
New Spectrum Educational Consultants (Civil Society Educational Consultants)	Houston, TX	06/09/2021			
New Teacher Center	Santa Cruz, CA	06/09/2021			
Nichelle Pinkney, The Urban Scholar, Independent Consultant (Nichelle Pinkney)	Houston, TX	06/09/2021			
Niroga Institute	Oakland, CA	06/09/2021			
no bully here	PASADENA, TX	06/09/2021			
NO EGO APPAREL (NO EGO INC)	AUSTIN, TX	06/09/2021			
Norton Rose Fulbright US LLP	Houston, TX	06/09/2021			
Nurture to Blossom Services, Inc.	Houston, TX	06/09/2021			
Nuvalo LLC	Gig Harbor, WA	06/09/2021			
Nylinka School Solutions	Kensington, MD	06/09/2021			

Oak Hill Technology, Inc.	Driftwood, TX	06/09/2021		
Odigo Services LLC	Houston, TX	06/09/2021		
O'Hanlon, Demerath & Castillo	Austin, TX	06/09/2021		
Ondi Love Center Ministries	Houston, TX	06/09/2021		
One Source International, LLC	Houston, TX	06/09/2021		
One Way Education, LLC	Houston, TX	06/09/2021		
One World Consulting (Kelly Brown)	Cypress, TX	06/09/2021		
Operations Contracting Agency LLC	Schertz, TX	06/09/2021		
Optima Train (Delwar Enterprises LLC)	Houston, TX	06/09/2021	Viewed	06/23/2021
Optimum Lifestyle CDC (www.olcdconline.org)	Houston, TX		Viewed	07/21/2021
Optimum Nurse Aid Skills Training	Spring, TX		Submitted	07/27/2021
OREADY, LLC	LAS VEGAS, NV		Unsubmitted	08/03/2021
Ozeal Consulting Group (Oziel Enriquez)	Sugar Land, TX	06/09/2021		
Pangea Biological (Okapi Environmental Group, Inc.)	Carlsbad, CA	06/09/2021		
Panorama Education	Boston, MA	06/09/2021		
Parents Alliance, Inc	Houston, TX	06/09/2021		
Parker and Jamison LLC	Irving, TX	06/09/2021		
Passionate Performance (Kim Nugent)	Houston, TX	06/09/2021		
Pat Strong	Houston, TX	06/09/2021		
Patricia Brown	Missouri City, TX	06/09/2021		
Patricia Monticello Kievlan (Patricia Marie Kievlan)	The Woodlands, TX	06/09/2021		
Paula Kluth Consulting	River Forest, IL	06/09/2021		
Payton, Nix & Associates, LLC	LUCAS, TX	06/09/2021		
PCG-UI	Staunton, VA	06/09/2021		
Pcubed (Program Planning Professionals)	Ann Arbor, MI	06/09/2021		
Performance Scoring, LLC.	Lewisville, TX	06/09/2021		
PHD Resources & Taxes	Houston, TX	06/09/2021		
Pinnacle Workforce Strategies	Tucson, AZ	06/09/2021		
Pittman Training (Vision Educational Solutions)	Dallas, TX	06/09/2021		
Plante & Moran, PLLC	Southfield, MI	06/09/2021		
Porter Brown Associates	Alachua, FL	06/09/2021		
Positive Behavior Supports Corp	IRVING, TX	06/09/2021		
Positive Coaching Alliance	Houston, TX	06/09/2021		
PositiveKidsToday (CultureCre8ionLLC)	Montgomery, TX	06/09/2021		
Postlethwaite & Netterville APAC (Lacher)	Baton Rouge, LA	06/09/2021		
Powell-Leon, LLP	Austin, TX	06/09/2021		
Power Institute LLC	Missouri City, TX	06/09/2021		
Power of Choosing Inc.	Texas, TX	06/09/2021		
Presidential Staffing Solutions	San Antonio, TX	06/09/2021		
Price Consulting, Inc.	Houston, TX	06/09/2021		
Principal Kafefe Consulting, LLC (Baruti K. Kafefe)	Jersey City, NJ	06/09/2021		
Proactive Thought Leaders, LLC	Arlington, TX	06/09/2021		
ProBizAssoc.com (Beth Philley)	Canton, OH	06/09/2021		
Probolsky Research	Newport Beach, CA	06/09/2021		
PROCEDEO	Fort Worth, TX	06/09/2021		
Productive Ventures	Spring, TX	06/09/2021		
Project GRAD Houston	Houston, TX	06/09/2021		
Projects-Matter (Projects-Matter LLC)	Houston, TX	06/09/2021		
Promethean, Inc.	Alpharetta, GA	06/09/2021		
Pronto Shipping and Packaging Services Inc.	Houston, TX	06/09/2021		
Prosperity Project Management LLC (N/A)	Washington, DC	06/09/2021		
ProUnitas Inc.	Houston, TX	06/09/2021		
Public Works LLC	West Chester, PA	06/09/2021		
Purposeful Parents	Webster, TX	06/09/2021		
PVH Consulting Group LLC	Austin, TX	06/09/2021		
PWXpress	Jacksonville, FL		Viewed	07/27/2021
Ramos & Harrison	Corpus Christi, TX	06/09/2021		
Rave Energy	Plano, TX	06/09/2021	Viewed	06/10/2021
RC Herrin Consulting	Kyle, TX	06/09/2021		
RDI Global Services	El Paso, TX	06/09/2021		
Recruiting In Motion	Orlando, FL	06/09/2021		
Reflective Energy Solutions	Hackensack, NJ	06/09/2021		
Region One Education Service Center	Edinburg, TX	06/09/2021		
Reliable R&R Training Services	Dallas, TX	06/09/2021		



Relocation Strategies (Luo & Chang Investment LLC)	houston, TX	06/09/2021		
Remember When Kids Were Kids (Jaelijah)	Spring, TX	06/09/2021		
Resolute Educational Solutions, L.L.C.	Detroit, MI	06/09/2021		
Resolute Learning Systems, Inc.	Houston, TX	06/09/2021		
Resources Inspiring Success and Empowering	Houston, TX	06/09/2021		
Restorative Empowerment for Youth	Houston, TX	06/09/2021		
RG Guillory Education & Consulting, LLC	Houston, TX	06/09/2021		
Rhyming to Respect L.L.C.	Largo, MD	06/09/2021		
Rising Star Academy	Houston, TX	06/09/2021		
Rivera-Vega Group, LLC.	San Antonio, TX	06/09/2021		
RND Technology	Houston, TX	06/09/2021		
Robert Jackson	Indianapolis, IN	06/09/2021		
Rogers, Morris & Grover, LLP	Houston, TX	06/09/2021		
Roland Gonzales	Spring, TX	06/09/2021		
RR CONNECTION CONSULTING	Duncanville, TX	06/09/2021		
RTI International (Research Triangle Institute)	Research Triangle Park, NC	06/09/2021		
Ruglass Psychological Services PLLC	New Brunswick, NJ		Viewed	06/19/2021
Rukaz Kultura	HOUSTON, TX	06/09/2021		
RYE Consulting	Chicago, IL	06/09/2021		
S Corporation	Phila, PA	06/09/2021		
Sabari Tech Solutions LLC	Richmond, TX	06/09/2021	Viewed	06/09/2021
Savvas Learning Company LLC	Paramus, NJ	06/09/2021		
SBC Consulting (Tammy Smithers)	Houston, TX	06/09/2021		
SBLM Architects	New York, NY	06/09/2021		
School by Design (Education by Design, LLC)	Waltham, MA	06/09/2021		
Schools Cubed	Arvada, CO	06/09/2021		
Schultz Center for Teaching and Leadership, Inc.	Jacksonville, FL	06/09/2021		
Science Unlimited, LLC	Missouri City, TX	06/09/2021		
Scott Academics	Houston, TX	06/09/2021		
Second Chance Technology Edge High School	Houston, TX	06/09/2021		
Seeds to STEM	Dallas, TX	06/09/2021		
ServiceMaster Recovery Management (Service Environments of Texas, Inc.)	Kingwood, TX	06/09/2021		
Session Tax Consulting & Grant Writing (Session Tax Consulting and grant writing)	HOUSTON, TX	06/09/2021		
Shamelessly Saved Productions	Richmond, TX	06/09/2021	Viewed	07/27/2021
Shaneka Smith	Houston, TX	06/09/2021		
Sharron Helmke	Dickinson, TX	06/09/2021		
Sierra Consulting, Inc	Itasca, IL	06/09/2021		
SimiDigi Inc	Garland, TX	06/09/2021		
Sisters Empowering S.I.S.T.A.S., Inc.	Houston, TX	06/09/2021		
Sketch City	Houston, TX	06/09/2021		
Sky Creations (Rachael Bassey)	Midland, TX	06/09/2021		
Sky's the Limit	Houston, TX	06/09/2021		
SL King and Associates	Atlanta, GA	06/09/2021		
Slalom (Slalom LLC)	Houston, TX	06/09/2021		
SLL Services, LLC	Palestine, TX	06/09/2021		
Smart Scholars Foundation	Houston, TX	06/09/2021		
Smarter HR Solutions	Houston, TX	06/09/2021		
SMARTOX	Irving, TX	06/09/2021		
SMRT Solutions (SMRT Consulting LLC)	Washington DC, DC	06/09/2021		
Social Motion, Inc.	Houston, TX	06/09/2021		
Social Studies Success	Spring, TX	06/09/2021		
Softline International USA, Inc	Miami, FL	06/09/2021		
Solel International	Houston, TX	06/09/2021		
Solution Tree Inc	Bloomington, IN	06/09/2021		
South Texas Counseling and Mentoring : Adult Education	Houston, TX	06/09/2021		
SPDF KIDS	Houston, TX	06/09/2021		
Special Evaluations & Consulting of Texas	Dallas, TX	06/09/2021		
SSG-MUSIC	LAS VEGAS, NV	06/09/2021		
Staff Hunt LLC	Houston, TX	06/09/2021		
Standards Solution Holding, LLC	Washington, NJ	06/09/2021		
Stanford Educational Consultants	Missouri City, TX	06/09/2021		
Starr Commonwealth	Albion, MI	06/09/2021		
Steadfast Logistics Inc	Clearwater, FL	06/09/2021		

Steam Kidstute (Insight Community Resources Inc)	Houston, TX	06/09/2021		
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	Humble, TX	06/09/2021		
Sterling Empowerment	HOUSTON, TX	06/09/2021		
Sterling Staffing Solutions (Maceo Carter Investments, LLC)	Sugar Land, TX	06/09/2021		
Sterling Therapy & Rehabilitation	SUGAR LAND, TX	06/09/2021		
Stetson & Associates, Inc.	Houston, TX	06/09/2021		
Steve Spangler Inc.	Littleton, CO	06/09/2021		
Stone Oak Solutions, LLC	New Braunfels, TX	06/09/2021		
Storytelli' Time (MARY JO HUFF)	NEWBURGH, IN	06/09/2021		
Straight Defined	Copperas Cove, TX	06/09/2021		
Strategic Solutions Group	Needham, MA	06/09/2021		
STRAUS SYSTEMS INC	STAFFORD, TX	06/09/2021		
Students of Strength, Inc.	Cambridge, MA	06/09/2021		
Successful Starters Learning Academy II	Houston, TX	06/09/2021		
Supporting Educators Daily	Missouri City, TX	06/09/2021		
Susan M. Catlett, Ph.D., BCBA-D	Houston, TX	06/09/2021		
SWA International Company	Houston, TX	06/09/2021		
Sylvan Learning, Inc.	Baltimore, MD	06/09/2021		
Table SALT Group	Houston, TX	06/09/2021		
TakshaSmartlabz (Southern California Roc School District)	PLANO, TX	06/09/2021		
Tammy Rodney	Missouri City, TX	06/09/2021		
TAPS Academy	Houston, TX	06/09/2021		
TCT Enterprises, LLC	Houston, TX	06/09/2021		
TDG Consultants	Houston, TX	06/09/2021		
Teach2Learn (Elliott and McMahon)	Friendswood, TX	06/09/2021		
Teaching Strategies, LLC	Bethesda, MD	06/09/2021		
Teachstone Training, LLC	Charlottesville, VA	06/09/2021		
TeamLogic IT (Philoxenus, Inc.)	Houston, TX	06/09/2021		
TechStudios LLC	Houston, TX	06/09/2021		
Texan-French Alliance for the Arts	Houston, TX	06/09/2021		
Texans Together Education Fund Inc	Houston, TX	06/09/2021		
Texas Educational Consultative Services, Inc.	Austin, TX	06/09/2021		
Texas Initiative Programs (The K16 Ready Society, Inc.)	Fort Worth, TX	06/09/2021		
Texas State Billing Services Inc	Kyle, TX	06/09/2021		
Texas Tutors	Dallas, TX	06/09/2021		
TH Staffing	Baltimore, MD		Viewed	06/10/2021
The Afterschool Professional	Pflugerville, TX	06/09/2021		
The Bob Pike Group	Bloomington, MN	06/09/2021		
The Box Program (Box Program)	Baytown, TX	06/09/2021		
The Carmona Firm, PLLC	Houston, TX	06/09/2021		
The CNA Corporation (CNA)	Arlington, VA	06/09/2021		
The Core Collaborative, Inc	San Diego, CA	06/09/2021		
The Cosmetology Connection & Consulting Services	Houston, TX	06/09/2021		
The Danielson Group	Chicago, IL	06/09/2021		
The E2 Group, Inc.	Sugar Land, TX	06/09/2021		
The Education Partners (GEMS/The Education Partners)	New York, NY	06/09/2021		
The Educator Collaborative	Astoria, NY	06/09/2021		
The Educator's School Safety Network	Genoa, OH	06/09/2021		
The Ensemble Theatre	Houston, TX		Viewed	08/02/2021
The Execu Search Group (Execu Search Holdings, LLC)	New York, NY	06/09/2021		
The Flippen Group	College Station, TX	06/09/2021		
The Gibson Lupus Resource Center	Houston, TX	06/09/2021		
The Hanover Research Council, LLC	Arlington, VA	06/09/2021		
The Harris Foundation	Houston, TX	06/09/2021		
The Healthy School Food Collaborative	New Orleans, LA	06/09/2021		
The K.N.E.W. Solutions (Keschia Matthews)	FRESNO, TX	06/09/2021		
The Kovacs Group	New Braunfels, TX	06/09/2021		
The McMikle Group, LLC	Hartford, CT	06/09/2021		
The National Behavioral Intervention Team Association	King of Prussia, PA	06/09/2021		

The National Literacy Professional Development Consortium	8325 Broadway, Ste. 202, TX	06/09/2021	Viewed	06/13/2021	
The Ombudsmen Group	Cibolo, TX	06/09/2021			
The Outreach Program Education/Counseling Services	Houston, TX	06/09/2021			
The Parent Coach	HOUSTON, TX	06/09/2021	Viewed	06/09/2021	
The Platform	Houston, TX	06/09/2021			
The Process Manager (Meliton Moya, Ph.D.)	Edinburg, TX	06/09/2021			
The Style Signature	Carrollton, TX	06/09/2021			
The TEAMS Group, LLC	Austin, TX	06/09/2021			
The Village Education Solutions	Spring, TX	06/09/2021	Viewed	07/06/2021	
The Yates Company	HOUSTON, TX	06/09/2021			
Theresa Harris	HOUSTON, TX	06/09/2021			
thinkLaw (CS Educational Services, LLC)	Las Vegas, NV	06/09/2021			
Thomas Educational Solutions	Pearland, TX	06/09/2021	No Bid	07/13/2021	07/13/2021
Thompson Educational Consulting, Inc.	Missouri City, TX	06/09/2021			
Tier One Learning, LLC	Sugar Land, TX	06/09/2021			
Timothy Project: Youth Mentoring Youth, Inc.	Houston, TX	06/09/2021			
Tiphany Chambers Burrell	HOUSTON, TX	06/09/2021			
TLE Inc (The Look Enterprises, Inc.)	Bellaire, TX	06/09/2021			
TMI Solutions, LLC	George West, TX	06/09/2021			
TNTP (The New Teacher Project, Inc.)	Brooklyn, NY	06/09/2021			
Total Special Education Solutions, LLC	Beaumont, TX	06/09/2021			
Transaption	Wilmington, DE	06/09/2021			
Transformation7 by Tiffany A. Washington	Houston, TX	06/09/2021			
Translation & Interpretation Network (Catholic Charities Diocese of Fort Worth, Inc. d/b/a Translation & Interpretation Network)	Fort Worth, TX	06/09/2021			
Trenton Kirksey	Houston, TX	06/09/2021			
Trezvant Academy, Inc	Houston, TX	06/09/2021			
Trice Education Resources Inc.	Sugar Land, TX	06/09/2021			
True Love Childcare	Humble, TX	06/09/2021			
TSC COGIC	houston, TX	06/09/2021			
Turning a New Page (Turning a New Page Educational Consultants LLC)	Tucson, AZ	06/09/2021			
Tutor Doctor	Navasota, TX	06/09/2021			
Tynker	Mountain View, CA	06/09/2021			
U. S. WHOLESALE PRODUCTS	SAN ANTONIO, TX	06/09/2021			
U.S. Dream Academy, Inc	Columbia, PA	06/09/2021			
U-Bridge Project Consulting, LLC	Sugarland, TX	06/09/2021			
UnboundEd Learning, Inc.	New York, NY	06/09/2021			
Universities Space Research Association	Columbia, MD	06/09/2021			
Unlimited Visions Aftercare, Inc	Houston, TX	06/09/2021			
UNTAPPED Genius	Missouri City, TX	06/09/2021			
UP Educational Consulting	Conroe, TX	06/09/2021			
UPI Builders, LLC	Houston, TX		Viewed	08/02/2021	
US Executive LLC	Tampa, FL	06/09/2021			
ValidateME! (VALIDATE ME! LLC)	Brownsville, TX	06/09/2021			
Vanguard Trading & Services, LLC	Houston, TX	06/09/2021			
Velvet Rope Experience (VRE Business Soutlions)	Houston, TX	06/09/2021			
Victory Group	Houston, TX	06/09/2021			
Vida Education (Vida Consulting LLC)	Arlington, TX	06/09/2021			
Vinnove Consulting Group	San Antonio, TX	06/09/2021			
VOX Global	Dallas, TX	06/09/2021			
vRealm Inc.	Sterling, VA	06/09/2021			
VRJ & Associates, LLC	Sugar Land, TX	06/09/2021			
Walden University	Minneapolis, MN	06/09/2021			
WaterLily Writing, LLC	Arlington, TX	06/09/2021			
Watkins & Associates Consulting Services LLC.	Houston, TX	06/09/2021			
Wellspring Family & Community Institute	Houston, TX	06/09/2021			
Wendy Mackey	Halifax,, NS	06/09/2021			
Wendy Perry Coparenting Education (www.wendyperry.com)	Watauga, TX	06/09/2021			
Westat	San Antonio, TX	06/09/2021	No Bid	06/22/2021	06/22/2021
Williams Education Consulting	Houston, TX	06/09/2021			
Willow Tree Early Education Team	Missouri City, TX	06/09/2021			

Workshop Houston	Houston, TX	06/09/2021			
World Class Rope Skipping	Richmond, TX	06/09/2021			
Wright One Training	Flower Mound, TX	06/09/2021			
Writers in the Schools	Houston, TX	06/09/2021			
Writing with Design (The Learning Project)	Norman, OK	06/09/2021			
WRM Development	Selma, TX	06/09/2021			
Wylie Construction Services	Humble, TX		No Bid	07/06/2021	07/06/2021
Yolah - Yolandra Drake	Houston, TX	06/09/2021			
Your Pro Medical Inc. (Your Pro Consultant Inc.)	Bedford, TX	06/09/2021			
Youth Advocacy TEAM	Houston, TX	06/09/2021			
Youth Debate League (MDG Gulf Coast, LLC)	Missouri City, TX	06/09/2021			
YR Testing Account	Everywhere, TX		Unsubmitted	06/14/2021	
Z Smart, LLC	Rockwall, TX	06/09/2021			
ZNA DESIGN (ZNA GROUP LLC)	Katy, TX	06/09/2021			

---

## External Invitations

---

### Participant Detail

#### 2 Inspire Peace

Address 1808 S. Good Latimer Expressway Participation Type: Active Supplier  
Dallas, TX 75226

Classifications MBE (Primary),SBE,WBE

Invitation Date 06/09/2021

Invitation Type Automatic

Invitation Email(s) 2inspirepeace@gmail.com

#### 2\*2\*4 Solutions Education Consulting Service

Address PO Box 2204 Participation Type: Active Supplier  
Red Oak, TX 75154

Invitation Date 06/09/2021

Invitation Type Automatic

Invitation Email(s) solution224@outlook.com

#### 365 Paving & Construction LLC

Address 1618 E. Griffin Parkway Participation Type: Active Supplier  
Mission, TX 78572

Invitation Date 06/09/2021

Invitation Type Automatic

Invitation Email(s) 365paving@gmail.com

#### 3rd I Process FX

Address 4007 Floyd St. Participation Type: Active Supplier  
Houston, TX 77007

Invitation Date 06/09/2021

Invitation Type Automatic

Invitation Email(s) gmitchell@3rdiprocurement.com

#### 3W Consulting Group LLC (Rochelle L. Webb)

Address 11450 US Highway 380 Participation Type: Active Supplier  
Cross Roads, TX 76227

Classifications MBE,SBE,HUB (Primary),WBE

Invitation Date 06/09/2021

Invitation Type Automatic

Invitation Email(s) info@3wconsultinggroup.com

**Regular Board Meeting**

**7.G.1.**

**Meeting Date:** September 15, 2021

**Title:** FY21-22 Gulf Coast Workforce Board Local Match Contribution Agreement

**Submitted For:** Lisa Caruthers, Case for Kids

**Submitted By:** Lisa Caruthers

**Recommended Action:** Approve

**HCDE Goal(s):**  
2. Deliver value responsibly  
3. Advocate for learners through innovation

**Additional Resource Personnel:** Danielle Bartz, Dr. Lisa Caruthers, Dr. Jesus Amezcua, Kendra Jackson, Dr. Edna Johnson

**Facilities/Technology Approval Needed?:** None

**Information**

**Posted Agenda Item:**

**Approval of Certification Contribution Agreement (revenue) between the HCDE CASE for Kids Division and the Gulf Coast Workforce Board** for the period of 10/01/2021 through 09/30/2022. HCDE will certify \$1,500,000 in after-school program expenditures to receive matching funds from the Gulf Coast Workforce Board for CASE Quality Improvement programming in the amount of \$1,753,386.

**Subject:**

Certification Contribution Agreement; CASE for Kids Division and the Gulf Coast Workforce Board

**Rationale:**

Approval of the Certification Contribution Agreement allows CASE for Kids to certify funds allocated to afterschool programs and leverage federal funds through the Houston-Galveston Area Council (H-GAC) for quality afterschool program support services. CASE for Kids will certify \$1,500,000 in afterschool funding made possible through CASE for Kids' Partnership Project, strategic partners afterschool program services, and match funds from local school districts. Based on certification amount, H-GAC will provide match funding in the amount of \$1,753,386 that will be allocated for the CASE for Kids for quality support services across Harris County, such as professional development, coaching, and special initiatives to support early learning, school readiness, and literacy for students between the ages of 4 and 12.

**Fiscal Impact**

**Attachments**

FY22 CCLM AGREEMENT

**Form Review**

Inbox	Reviewed By	Date
Purchasing	Edna Johnson	08/25/2021 09:44 AM
Purchasing Director	Kendra Jackson	08/25/2021 10:41 AM
Assistant Superintendent - Business	Jesus Amezcua	09/02/2021 02:07 PM

# Texas Workforce Commission

## Child Care Local Match Contribution Agreement

### General Agreement Terms

Name of Contributor: Harris County Department of Education

Name of LDWB: Gulf Coast Workforce Board

Name of Workforce Area(s): \_\_\_\_\_

Donation Amount: \$ \_\_\_\_\_ Transfer Amount: \$ \_\_\_\_\_

Certification of Expenditures Amount: \$1,500,000

The contributor identified above pledges the local funds as indicated in order for the Texas Workforce Commission (TWC) to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services or activities in the workforce area(s) listed above or within the state if indicated through this agreement. All parties understand and agree that:

- the appropriate Federal Medical Assistance Percentage for Texas will be used to determine the amount of federal funds matched as a result of this local contribution, and
- this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of TWC’s three-member Commission.

### Signatures

The individual signing this agreement on behalf of the contributor or the Board hereby warrants that he or she has been fully authorized to execute this agreement on behalf of his or her organization; and validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.


**For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their**

**agencies effective** October 1, 2021 , **and continuing through** September 30, 2022

Contributor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: James Colbert, Jr.

Title: Superintendent E-mail (optional): jcolbert@hcde-texas.org

LWDB Signature:  Date: 8/23/2021 | 9:52 AM PDT

Printed Name: Charles Wemple

Title: Executive Director E-mail (optional): charles.wemple@h-gac.com

## Legal Authority

In the State of Texas, TWC is designated as the lead agency for the administration of Child Care and Development Fund (CCDF) funds available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (42 United States Code § 9801 *et seq.*).

Pursuant to federal regulations (45 Code of Federal Regulations (C.F.R.) Parts 98 and 99), TWC is the CCDF lead agency for Texas and the entity designated to accept donated funds from any private entity, or transferred funds from any public entity, or certifications of expenditures from public entities that may be used as match for available federal funds. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by TWC, and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

## Contributions from a Private Entity to TWC

For contributions from a private entity to TWC, the contributor, by executing this agreement, certifies that pursuant to Labor Code § 301.021(b)–(d) and Texas Government Code § 575.005:

- the contributor is not party to an administrative proceeding before the Commission.
  - Under Texas Government Code §575.005, “administrative proceeding” means a “contested case” as defined by Texas Government Code § 2001.003(1), that is, “a proceeding, including a ratemaking or licensing proceeding, in which the legal rights, duties, or privileges of a party are to be determined by a state agency after an opportunity for adjudicative hearing.”
  - Before accepting this agreement, TWC will verify whether the private entity contributor is party to an administrative proceeding before the Commission. If the private entity contributor is, or becomes a party to, an administrative proceeding before the Commission before the Commission’s acceptance of this agreement, Texas Labor Code § 301.021(b) and Texas Government Code § 575.005 prohibit the Commission from accepting this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Texas Government Code § 2001.144.
- If the contributor is a for-profit entity, the contributor does not currently:
  - have a contract with TWC for services or products of a value of fifty thousand dollars (\$50,000) or greater; or
  - have a bid in response to a request for proposal for such contract before TWC.

**This condition does not apply to a contract or bid that relates only to providing child care services.**

- Upon execution of this agreement, if it is for the contribution of privately donated funds from a for-profit entity, the contributor understands that pursuant to Texas Labor Code § 301.021(d), the contributor shall not enter into a contract with TWC or submit a bid in response to a request for proposal issued by TWC before the first anniversary of the date on which TWC accepted a donation from the contributor, unless the contract or bid relates only to providing child care services.

## Contributions from a Private Entity to a Board

For contributions from a private entity to a Board, consistent with Labor Code § 301.021(b)–(d) and Texas Government Code § 575.005:

- the contributor is not party to a Board-level complaint or appeal pursuant to 40 Texas Administrative Code, Chapter 823, Subchapter B.
  - Before accepting this agreement, the Board will verify whether the private entity contributor is party to a Board-level complaint or appeal. If the private entity contributor is, or becomes a party to, a Board-level complaint or appeal before the Commission’s acceptance of this agreement, the Commission will not accept this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Chapter 823.
- If the contributor is a for-profit entity, the contributor does not currently:
  - have a contract with the Board for services or products of a value of fifty thousand dollars (\$50,000) or greater; or

- have a bid in response to a request for proposal for such contract before the Board.

**This condition does not apply to a contract or bid that relates only to providing child care services.**

- Upon execution of this agreement, if it is for the contribution of privately donated funds from a for-profit entity, the contributor understands that consistent with Texas Labor Code § 301.021(d), the contributor shall not enter into a contract with the Board or submit a bid in response to a request for proposal issued by the Board before the first anniversary of the date on which the Board accepted a donation from the contributor unless the contract or bid relates only to providing child care services.

## Contributor Agreement

The contributor agrees as follows:

- To remit to TWC the pledged local share in accordance with the contributions schedules and payment plans specified in the local agreement.
- For public transfers of funds and private donations made to TWC, checks remitted by the contributor must be made payable to the "Texas Workforce Commission" and submitted to TWC.
- For private donations made to the Board, the contributor must remit the donation to the Board.
- To keep and make available to TWC or the Board upon request, records adequate to show that the contributed funds put forth in this agreement are eligible for matching purposes. The records shall be retained and made accessible for the longer of:
  - the period specified by the Board's record retention policies for such records,
  - seven (7) years after the end date of this agreement, or
  - until the completion and resolution of all issues that arise from any litigation, claim, negotiation, audit, or other action that began during and was ongoing as of the end of the normal retention period.
- When certifying expenditures of public funds as the local match, to provide the Board and TWC with a statement that certifies the expenditures and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.
- When certifying expenditures of public funds as the local match, to report to TWC no later than the 14th month of the grant certifications consistent with the contributions schedules and payment plans specified in the local agreement.
- To certify that the expenditures used as child care match are eligible for federal match and were not used to match other federal funds.
- Donations from private entities:
  - are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
  - do not revert to the donor's facility or use;
  - are not used to match other federal funds;
  - shall be certified both by the donor and by TWC;
  - shall be subject to the audit requirements in 45 C.F.R. § 98.65; and
  - shall be subject to federal reporting; entities shall provide the Board and TWC, on request, data needed for federal reporting purposes.



## Board Agreement

The Board agrees as follows:

- To use the funds donated or transferred by the contributor, and the resulting federal funds for child care services consistent with the intent of this agreement and in accordance with applicable local, state, and federal laws and regulations.
- To ensure that certified public expenditures (if applicable):
  - represent expenditures eligible for federal match;
  - were not used to match other federal funds;
  - were not federal funds unless authorized by federal law to be used to match other federal funds; and
  - do not represent expenditures for public prekindergarten programs as referenced in 45 C.F.R. § 98.55(h).
- To ensure that donations from private entities:
  - are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
  - do not revert to the donor's facility or use;
  - are not used to match other federal funds;
  - shall be certified both by the donor and by TWC;
  - shall be subject to the audit requirements in 45 C.F.R. § 98.65; and
  - shall be subject to federal reporting (Entities shall provide the Board and TWC, upon request, data needed for federal reporting purposes.).
- To inform the contributor of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.

## Board and Contributor Agreement

The Board and the Contributor agree as follows:

- That performance under this agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.
- "Child Care Local Match Contribution Information" is incorporated by reference.
- To comply with federal regulations in 45 C.F.R. § 98.55, relating to matching fund requirements, and 45 C.F.R. § 98.56, relating to restrictions on the use of funds.
- To submit a certification of expenditures report, certifying that the child care-related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and have not already been used as match for any other federal matching program.
- Other agreed-upon local operating plans and procedures used to implement and carry out the terms and intent of this agreement must comply with Board policies and procedures.
- This agreement for the contributor to provide matching funds is contingent upon the availability and amount of unmatched federal CCDF appropriations. If such funds are otherwise unavailable or reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.
- These terms and conditions may be amended by written agreement of all parties at any time before the current agreement end date, as indicated on page one of this agreement, contingent upon acceptance of the amended terms and conditions by all parties.

- If federal, state, or local laws, or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- This agreement may be terminated by any party, for any reason, upon written notification to the other parties of at least thirty (30) days in advance of such termination. Such written notification will be sent to the contributor's address as specified in the Child Care Local Match Contributor Information section in this agreement.

## Board Information

Complete the section below regarding the Board.

**Workforce Development Board:** Gulf Coast Workforce Board

**Street Address:** 3555 Timmons Lane, Suite 120

**City:** Houston      **State:** TX      **Zip Code:** 77027

**Board Staff Contact Name:** Maisha Lyons      **Phone:** 713-993-2434      **Fax:** N/A

**Board Staff Contact E-mail Address:** maisha.lyons@wrksolutions.net

## Contributor Information

Complete the section below regarding the Child Care Local Match Contributor.

**Contributor Name:** Harris County Department of Education

**Street Address:** 6300 Irvington

**City:** Houston      **State:** TX      **Zip Code:** 77022-5618

**Type of Entity:** Government

**Name of Fiscal Agent (if applicable):** \_\_\_\_\_

**Vendor ID Number or Federal Employer ID Number of Contributor or Contributor's Fiscal Agent:** 74-6001215

**Contributor Contact Name:** Lisa Caruthers      **Phone:** 713-696-1336      **Fax:** N/A

**Contributor Contact E-mail Address:** lcaruthers@hcde-texas.org

## Originating Agreement Information

Please fill out the information below regarding the type of contribution and pledged local match amount.

**Type of Contribution:**

Donation (Private Entity)

Transfer (Public Entity)

Certification (Public Entity)

**Pledged Local Match Amount:** \$1,500,000

Amounts secured in excess of the pledged local match amount, if any, are herein included in this agreement and approved for use in accordance with this agreement, including use for statewide match purposes, if agreed in this agreement

**The contributor voluntarily agrees and allows that any local contributions secured in excess of the amount needed to draw down the federal match amount allocated to the workforce area may be used for statewide match purposes.**  Yes  No

**Program Number:** 2822CCMC24

**The contributor voluntarily agrees and allows that any certifications of expenditures and donations over the pledged amount will be aggregated and obligated at the state level. The excess amounts will be applied to the local leverage amounts that all workforce areas are required to secure to access federal matching funds allocated among all workforce areas.**  Yes  No

**Did a Board Member assist in securing this local match agreement?**  Yes  No

**If yes, Name of Board Member:** \_\_\_\_\_

**How did the Board Member assist?** \_\_\_\_\_

## Cash Contributions

Use of funds description for cash contributions: The description below addresses the Board's planned use of local and federal funds resulting from donation and transfer of funds agreements. Use of funds must be in compliance with the state's CCDF State Plan in effect for the contract period.

No restrictions can be placed on use of funds by contributor.

**Direct Child Care**

The funds will be used for:

- direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

**Source of Local Funds:** \_\_\_\_\_

**Planned Local and Federal Funding Amount for Direct Child Care:** \$ \_\_\_\_\_

**Child Care Quality Improvement**

The funds will be used for quality improvement activities allowable under TWC rule § 809.16.

**Source of Local Funds:** \_\_\_\_\_

**Planned Local and Federal Funding Amount for Child Care Quality Improvement:** \$ \_\_\_\_\_

**Administration and Operations**

The funds will be used for administration and operations in accordance with applicable federal regulations and TWC policies.

**Planned Local and Federal Funding Amount for Administration and Operations:** \$ \_\_\_\_\_

**Total planned local and federal funds resulting from donations and transfers:** \$ \_\_\_\_\_

## Certification of Expenditures

Use of funds description for Certification of Expenditures: The descriptions below describe:

- the allowable child care services or activities that resulted in local certified expenditures,
- the source of the local funds, and
- the Board’s planned use of the matched federal funds resulting from the certification of expenditures.

Use of funds must be in compliance with the state’s CCDF State Plan in effect for the contract period.

No restrictions can be placed on use of funds by contributor.

### Planned Local Fund Use

**Direct Child Care**

Expenditures certified by the contributor resulted from:

- **direct child care services provided by the following child care provider, organization, or entity:**

\_\_\_\_\_

- direct child care services provided to children under 13 years of age; and
- the amount of local match expenditures being proportional to the low-income population in the area served using the expenditures.

**Source of Local Funds:** \_\_\_\_\_

**Planned Local Funding Amount for Direct Child Care:** \$ \_\_\_\_\_

**Child Care Quality Improvement**

Expenditures certified by the contributor resulted from quality improvement activities allowable under TWC rule § 809.16.

**Source of Local Funds:** Local tax revenues and Houston Endowment.

**Planned Local Funding Amount for Child Care Quality Improvement:** \$1,500,000

## Certification of Expenditures (cont.)

### Planned Federal Fund Use

**Direct Child Care**

The federal funds will be used in the following order of priority:

1. for direct child care services provided (include a brief description of use of the funds):

- 
2. for eligible children and families meeting TWC and Board eligibility criteria; and
  3. at child care providers eligible under TWC rules.

**Planned Federal Funding Amount for Direct Child Care:** \$1,246,614

**Child Care Quality Improvement**

The funds will be used for quality improvement activities allowable under TWC rule § 809.16.

**Planned Federal Funding Amount for Child Care Quality Improvement:** \$1,753,386

**Administration and Operations**

The funds will be used for administration and operations in accordance with applicable federal regulations and TWC policies

**Planned Federal Funding Amount for Administration and Operations:** \$

**Total planned local and federal funds resulting from certifications of expenditures:** \$4,500,000

## Donation/Transfer Payment(s) (Local Funds) Schedule

In compliance with the Contributor Agreement section of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below. Pursuant to TWC rule § 800.73(a)(2), the donation(s)/transfer(s) must occur within the effective program year in which the funds are allocated.

Private donor cash donations—submit one original signed form to: TWC’s Workforce Board Grants department, 101 East 15th Street, Room 104T, Austin, Texas 78778-0001.

1.	Donation/Transfer Date: _____	Actual Amount: \$	
2.	Donation/Transfer Date: _____	Actual Amount: \$	
3.	Donation/Transfer Date: _____	Actual Amount: \$	
4.	Donation/Transfer Date: _____	Actual Amount: \$	
5.	Donation/Transfer Date: _____	Actual Amount: \$	
6.	Donation/Transfer Date: _____	Actual Amount: \$	
7.	Donation/Transfer Date: _____	Actual Amount: \$	
8.	Donation/Transfer Date: _____	Actual Amount: \$	
9.	Donation/Transfer Date: _____	Actual Amount: \$	
10.	Donation/Transfer Date: _____	Actual Amount: \$	
11.	Donation/Transfer Date: _____	Actual Amount: \$	
12.	Donation/Transfer Date: _____	Actual Amount: \$	
<b>TOTAL</b>			\$

## Public Entity Certification of Expenditures (Local Funds) Schedule

In compliance with the Contributor Agreement section of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below. Pursuant to TWC rule §800.73(a)(2), the certification(s) must occur within the effective program year in which the funds are allocated.

Public Entity Transfers and Certifications—submit one copy of the signed form to the e-mail address [ccm.agreements@twc.texas.gov](mailto:ccm.agreements@twc.texas.gov).

	Certification Period	Reporting Date	Planned Amount of Expenditures
1.	From <u>10/01/21</u> to <u>12/31/21</u>	<u>01/31/22</u>	<u>\$200,000</u>
2.	From <u>01/01/22</u> to <u>05/31/22</u>	<u>06/30/22</u>	<u>\$700,000</u>
3.	From <u>06/01/22</u> to <u>09/30/22</u>	<u>10/31/22</u>	<u>\$600,000</u>
4.	From _____ to _____	_____	<u>\$</u>
5.	From _____ to _____	_____	<u>\$</u>
6.	From _____ to _____	_____	<u>\$</u>
7.	From _____ to _____	_____	<u>\$</u>
8.	From _____ to _____	_____	<u>\$</u>
9.	From _____ to _____	_____	<u>\$</u>
10.	From _____ to _____	_____	<u>\$</u>
11.	From _____ to _____	_____	<u>\$</u>
12.	From _____ to _____	_____	<u>\$</u>
<b>TOTAL</b>			<u>\$1,500,000</u>

**Explanation is required below if reporting dates are outside the contract end date:**

One month needed after end of 6/1/22-9/30/22 certification period for compilation of data.

Please call the Board's assigned contract manager if you have questions. An individual may receive and review information that TWC collects by sending an e-mail to [open.records@twc.texas.gov](mailto:open.records@twc.texas.gov) or writing to TWC Open Records Unit, 101 East 15th Street, Room 266, Austin, Texas 78778-0001.



## Certification of Expenditures by a Public Entity

**Name of Contributing Public Entity:** Harris County Department of Education

**The public entity named above certifies expenditures in the amount of** \$1,500,000

to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 C.F.R. § 98.55.

By signing below, the public entity named above certifies that the funds specified above:

- are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
- are not used to match other federal funds;
- represent expenditures eligible for federal match; and
- do not represent expenditures for public prekindergarten programs as referenced in 45 C.F.R. § 98.55(h).

**Signature of authorized agent:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed name of authorized agent:** Jesus Amezcua

**Title of authorized agent:** Assistant Superintendent of Business Services

**Regular Board Meeting**

**7.G.2.**

**Meeting Date:** September 15, 2021  
**Title:** United Way Revenue Agreement- Quality Network Initiative  
**Submitted For:** Lisa Caruthers, Case for Kids  
**Submitted By:** Kimberlee Flowers  
**Recommended Action:** Ratify  
**HCDE Goal(s):** 1. Impact education/respond to evolving needs  
 2. Deliver value responsibly  
**Additional Resource Personnel:** Danielle Bartz, Dr. Lisa Caruthers, Dr. Jesus Amezcua, Kendra Jackson, Dr. Edna Johnson  
**Facilities/Technology Approval Needed?:** None

**Information**

**Posted Agenda Item:**

**Approval of Service Agreement (revenue) with United Way of Greater Houston for CASE for KIDS** to provide quality support and training services on Youth Program Quality Intervention (YPQI) for the Out 2 Learn Network of after-school programs in Harris County for the period of 09/16/2021 through 9/15/2022 in an amount of \$97,000.

**Subject:**

Consider approval of CASE for Kids Revenue Contract with United Way of Greater Houston in the amount of \$97,000

**Rationale:**

Contract with United Way of Greater Houston in the amount of \$97,000 for the term of September 16, 2021, to September 15, 2022. Funds are to support CASE for Kids coordination of assessment, training, coaching, and technical assistance services for programs in the quality improvement network and allocate a percentage of services of Coordinator for Level Up Houston to serve as liaison and share data across the network.

**Fiscal Impact**

**Attachments**

United Way contract

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
CASE	Lisa Caruthers	08/23/2021 03:33 PM
Purchasing	Edna Johnson	08/25/2021 01:06 PM
Purchasing Director	Kendra Jackson	08/26/2021 11:45 AM
Assistant Superintendent - Business	Jesus Amezcua	09/02/2021 02:07 PM
Form Started By: Kimberlee Flowers		Started On: 08/23/2021 01:25 PM
Final Approval Date: 09/02/2021		

## SERVICES AGREEMENT FOR HCDE REVENUE

This Services Agreement (“Agreement”) is made and entered by and between the Harris County Department of Education (“HCDE”), located in Houston, Texas 77022, and United Way of Greater Houston (“United Way”), located in 50 Waugh Drive, Houston, 77007 for services in accordance with the terms and conditions specified herein.

### Recitals

HCDE is a local governmental entity, established to promote education in Harris County, Texas. Both United Way of Greater Houston and HCDE desire to set forth in writing the terms and conditions of their agreement. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

- 1. Purpose.** The purpose of this Agreement is to state the terms and conditions under which HCDE will provide services for United Way. United Way agrees to retain HCDE and HCDE agrees to provide services to United Way and to perform the duties and all necessary labor and resources needed to provide the services set forth in Article 3 Scope of Work.
- 2. Term.** This Agreement is for services beginning September 16, 2021, and ending September 15, 2022 (“Term”). All extensions of this Agreement shall be subject to the terms and conditions specified herein.
- 3. Scope of Work.** Exhibit A includes a detailed Scope of Work that sets out the services HCDE agrees to provide.
- 4. Independent Contractor Status.** It is the intention of the parties that HCDE be an independent contractor and not an employee, agent, joint venturer, or partner of United Way. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between United Way and either HCDE or any employee or agent of HCDE.
- 5. Changes & Amendments.** This Agreement may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated into this Agreement. All such changes shall be made in writing and agreed to by both parties.
- 6. Assignment.** Neither this Agreement nor any duties or obligations under it shall be assignable by HCDE without the prior written acknowledgement and authorization of United Way.
- 7. Compensation.** United Way will pay HCDE \$97,000.00 for services provided in Exhibit A. United Way agrees to make payment to HCDE upon receipt of an invoice. HCDE will invoice United Way periodically throughout the term of the agreement and within thirty (30) days of the completion of services.

**8. Conflict of Interest.** During the Term of HCDE's service to United Way, HCDE shall not, directly or indirectly, whether for HCDE's own account or for or with any other person or entity whatsoever, employ, solicit, or endeavor to entice away any person who is employed by United Way.

**9. Warranties and Limitation of Liability.** EXCEPT AS MAY OTHERWISE BE PROVIDED HEREIN, HCDE MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, HCDE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, AND DELAYS. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR AS REQUIRED BY LAW, UNDER NO CIRCUMSTANCES SHALL HCDE BE HELD LIABLE FOR EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS REVENUE, OR GOODWILL DUE TO ANY CAUSE WHATSOEVER, EVEN IF HCDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. Indemnity.** United Way SHALL INDEMNIFY AND HOLD HARMLESS BOTH HCDE AND ITS OFFICERS, AGENTS, INDEPENDENT CONTRACTORS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF HCDE OR ITS AGENTS, INDEPENDENT CONTRACTORS, OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, BUT ONLY TO THE EXTENT PERMITTED BY LAW.

**11. Performance.** HCDE further agrees that HCDE's services will be performed with reasonable care, skill, judgment, and experience, and in a professional business-like manner, with no direct supervision from United Way. If HCDE is unable to complete the work in this manner based on the mutually agreed upon time, HCDE shall notify United Way in writing.

**12. Termination.** Either party for any reason upon thirty (30) days written notice may terminate this Agreement without cause. United Way will be responsible for payment for services that have been accepted by United Way up to the termination date.

**13. Force Majeure.** The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

**14. Intellectual Property.** HCDE represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement. Nothing in this Agreement grants United Way any rights

to HCDE's materials, work product, or any other intellectual property developed or used in performance of this Agreement or otherwise.

**15. Notice.** Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed as to the address listed below Paragraph 19.

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

**16. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be a court of competent jurisdiction in Harris County, Texas.

**17. No Waiver of HCDE's Immunity.** The execution of this Agreement and the performance of HCDE of any of its obligations hereunder are not, and are not intended to waive or relinquish, and HCDE shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to HCDE, its trustees, officers, employees, or agents under federal or Texas laws.


**18. Entire Agreement.** The Agreement and Exhibit A represent the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

**19. Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

In witness whereof, United Way and HCDE have executed this Agreement to be effective on the date specified in Term above:

United Way of Greater Houston

Harris County Department of Education

By:   
Margaret Orser (Aug 24, 2021 10:30 CDT)

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

(Signature) Aug 24, 2021

(Signature)

Margaret Orser  
50 Waugh Drive  
Houston, TX 77007

Jesus Amezcua  
Assistant Superintendent –Business Services  
6300 Irvington Blvd  
Houston, TX 77022-5618  
713-696-1371  
713-696-0740

**EXHIBIT A  
SCOPE OF WORK**

**Classifications of Site Commitments**

The following table summarizes the HCDE commitments for each of the levels anticipated.

<b>Coaching Service</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
Self-Assessment Assistance Group Session	X	X	
Self-Assessment/Planning with Data Assistance Webinars	X	X	X
Monthly quality tips	X	X	X
Improvement Plan Technical Assistance Call	X	X	X
Program Site Visit	X	X	X
Program Site Visit Reflection Report	X	X	X
Technical Assistance	X	X	X
External Assessment		X	X
External Assessment Report Review		X	x
Youth Work Methods Workshops	X	X	X
Group Quality Coaching		X	X
Individual Quality Coaching		X	X
Access to Quality Coaching Services through webinars, technical assistance calls		X	X

<b>HCDE</b>	<b>United Way</b>
<ul style="list-style-type: none"> <li>• <b>Programs: Services/Obligations</b></li> </ul> <p><b>CASE for Kids Coordinator for Level Up Houston</b> Coordinator will serve as a liaison to Out2Learn Network, attending bi-weekly O2Learn meetings, relevant workgroups, and Coordinating Council meetings. Share and align data across network as well as brokering information to 21<sup>st</sup> CCLC and Partnership programs.</p> <p><b>Self-Assessment Preparation Session (Level 1 and Level 2)</b> CASE for Kids will coordinate services of coach to provide technical assistance support via webinar or hotline response phone calls related to the self-assessment process. This may include clarification on self-assessment process, scoring</p>	<ul style="list-style-type: none"> <li>• <b>Obligations</b></li> </ul> <p>Provide financial support, \$22,000 for the CASE for Kids Coordinator for Level Up Houston</p> <p>Provide CASE staff with access to data sharing platforms as needed.</p> <p>Inform CASE staff about schedules of bi-weekly meetings, relevant workgroups and Coordinating Council meetings.</p> <p>Provide CASE staff with access and contact information for all sites in network.</p> <p>Provide referrals for network sites to participate in quality coaching.</p>

<p>questions, brainstorming, etc. Includes two (2) scheduled 2-hour group sessions on the observation process, note taking and the circle of influence. UW will receive information on numbers served, common issues identified and recommendations for follow up.</p> <p><b>Pre-requisite:</b> Site must have completed the PQA Basics training</p> <p><b>Improvement Plan Follow up Session (Level 1,2,3)</b>  CASE for Kids will assist with Planning with Data sessions as well as coordinate services of coach to provide a technical support webinar and co-facilitate a Technical Assistance call with United Way support.</p> <p><b>Pre-requisite:</b> Site must have completed the Planning with Data training</p> <p><b>External Assessment (Level 2,3)</b>  CASE for Kids will facilitate certified YPQ external assessors (internal staff and contracted) to conduct a YPQ assessments at <b>15</b> network sites identified by United Way. External assessments can be performed virtually using technology provided by CASE for Kids. External assessments will take place in Spring 2021 and Summer 2021.</p> <p><b>External Assessment Report Review (Level 2,3)</b>  CASE for Kids will facilitate development and dissemination of a report that reviews external assessment scores for the <b>15</b> network sites and provides recommendations to be incorporated into improvement plans. Data will be shared with United Way.</p> <p><b>Program Site Visit &amp; Check-in (Level 1)</b>  Upon referral or request, CASE for Kids facilitates a coaching visit to up to <b>10</b> network sites. Coaching visits can be performed virtually. Each visit will allow up to <b>1.5 hours</b> to observe programming, reflect on self-assessment and continued relationship building. Data will be shared with United Way.</p> <p><b>Coach Reflection Report (Level 1)</b>  CASE for Kids facilitates development and dissemination of a report which provides <b>10</b> network sites with report which includes a summary of service, highlights and</p>	<p>Provide and maintain updated list of sites in the network.</p> <p>Coordinate logistics and provide access to sites as appropriate per level to YPQ Basics, Self-Assessment preparation workshops as well as Planning with Data workshops.</p> <p>Provide workbooks or access to virtual guides for network participants for all network Youth Work Methods workshops facilitated by CASE for Kids.</p> <p>Provide access to on-line Scores Reporter system for CASE for Kids staff and contracted External Assessors to enter data about assessments for network participants.</p>
--	---

recommendations for the future. Data will be shared with United Way.

**Group Quality Coaching (Level 2,3)**

CASE for Kids facilitates up to 3 sessions per Level virtually or at CASE for Kids or United Way for small group discussions, peer mentoring and information sharing among network members who need additional support and technical assistance. Data will be shared with United Way.

**Access to Quality Coaching: (Level 2,3)**

CASE for Kids will provide monthly follow up technical assistance calls or webinars to support participants in group quality coaching cohort. Data gathered will be shared with United Way.

**Youth Work Methods Training (Level 1,2,3)**

CASE for Kids will adapt current Weikart Youth Methods workshops to virtual training and create sessions that focus on both direct care and virtual programming. CASE for Kids will facilitate up to 15 live virtual trainings (per United Way recommendations) on Youth Work Methods (1 hour each) for Out2Learn network. CASE for Kids will offer access to recorded versions of all 10 Youth Work Methods workshops (1 hour each) to Out2Learn Network.

**Enhanced Youth Work Methods Training (Level 2,3)**

CASE for Kids will create 4 enhanced workshops incorporating Weikart Youth Methods concepts into virtual workshops. CASE for Kids will offer access to recorded versions of these workshops to Out2Learn Network.

**Incentives for Continuous Quality Improvement (Level 2,3)**

CASE for Kids will provide additional services, including technical assistance, individualized training via virtual webinars, and site visits for 4 programs that engage in a repeat/continuous quality improvement process (completing all required steps) during 2021-2022. Incentive per program of up to \$250 of materials will be provided.



**Video Support for Self-Assessment Process  
(Level 1, 2, 3)**

CASE for Kids will develop a video that will serve as a practical example for program front line staff to better understand the YPQA process and scoring.

**Virtual Tool for Self-Assessment and External Assessment (Level 1,2,3)**

CASE for Kids will make available to referred programs, access to our virtual tool to facilitate virtual assessments of live programming.

**Professional Development for Network Coordinating Council Members**

CASE for Kids may facilitate professional development opportunities for Out 2 Learn Network Coordinating Council members and/or their designated representatives including but not limited to registration costs, materials, and related travel expenses.






# Service agreement with CASE for Kids

Final Audit Report

2021-08-24

Created:	2021-08-18
By:	Kathleen Evans (kevans@hcde-texas.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUbE8bbje73lsIN9Y1xCZ7-y36E4c9tUC

## "Service agreement with CASE for Kids" History

-  Document created by Kathleen Evans (kevans@hcde-texas.org)  
2021-08-18 - 4:06:48 PM GMT- IP address: 170.39.204.253
-  Document emailed to Margaret Oser (moser@unitedwayhouston.org) for signature  
2021-08-18 - 4:07:51 PM GMT
-  Email viewed by Margaret Oser (moser@unitedwayhouston.org)  
2021-08-24 - 3:26:17 PM GMT
-  Document e-signed by Margaret Oser (moser@unitedwayhouston.org)  
Signature Date: 2021-08-24 - 3:30:23 PM GMT - Time Source: server
-  Agreement completed.  
2021-08-24 - 3:30:23 PM GMT

# Action Items - Non-Consensus

**Regular Board Meeting**

**8.A.**

**Meeting Date:** September 15, 2021

**Title:** Discussion of and approval of Tax Rate for Tax Year 2021 (Fiscal Year 2021-2022)

**Submitted For:** Jesus Amezcua, Business Office

**Submitted By:** Jaime Martinez

**Recommended Action:** Approve

**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
2. Deliver value responsibly  
3. Advocate for learners through innovation  
4. Provide cost savings by leveraging tax dollars  
5. Recruit high-quality professionals

**Additional Resource Personnel:**

**Facilities/Technology Approval Needed?:** None

**Information**

**Posted Agenda Item:**

**Consider a proposed Tax Rate of \$0.004990 per \$100 assessed property value for Tax Year 2021 (Fiscal Year 2021-2022).** The NNRR (no-new-revenue rate) has been calculated at \$0.004807 per \$100 assessed property value. The recommended tax rate is below the VAR (voter approval rate) of \$0.005202. If approved, the proposed tax rate will not require additional public hearings and notices.

**Subject:**

"Truth in Taxation" calculations; No-New-Revenue Rate; Voter-Approval Rate; Approval of \$0.004990 tax rate for FY2021-2022.

**Rationale:**

A tax rate of \$0.004990 per \$100 of assessed property value will yield estimated current tax revenues sufficient to support the FY 2021-2022 budget adopted by the board at the August Board Meeting. The Harris County Tax Office ("HCTO") delivered the estimated certified tax roll on 08/06/2021. HCTO calculated the NNR and VAT Rates for Harris County Department of Education. The FY22 Budget and Tax planning calendar are attached. The required notice, 2021 Property Tax Rates for the Harris County Department of Education was published on September 2, 2021 in the Houston Chronicle.

**Fiscal Impact**

**Attachments**

FY22 Budget Calendar  
FY22 Tax Planning Calendar

**Form Review**

**Inbox**  
Assistant Superintendent - Business

**Reviewed By**  
Jesus Amezcua

**Date**  
08/24/2021 01:43 PM

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## FY 2021-22 Budget Planning Calendar



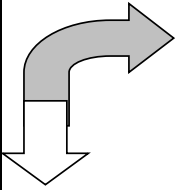
	Date	Activity	Location	Participants
Budget Planning		Budget Planning with Budget Analyst & Accounting Staff		
	Thursday, December 10, 2020	Strategic Planning Process Begins Cost of Service level to ISD	N/A	Divisions
	Wednesday, December 16, 2020	Cost of Services Report due Board Budget Committee	1:00 PM Board Room	Board
	Wednesday, December 16, 2020	<u>Board Meeting, 1 PM</u> Approve proposed calendar for FY 2021-22 Budget Year	1:00 PM Board Room	Board
	January 11 - 15, 2021	1st Qtr. Budget Review Meetings	TEAMS	Budget Managers
	Friday, January 22, 2021	Accountability Steering Committee - 9:00 am	501-502	Budget Managers
	Friday, February 26, 2021	Budget Information & Instructions Available on the HCDE portal	N/A	Business Svcs
Needs Assessment and Budget Development	Wednesday, March 3, 2021	Budget Planning / Preparation Training	9 AM 501-502	Division Managers Only
	Wednesday, March 3, 2021	Budget Entry Training	TEAMS 9 AM	Business Svcs - Budget Entry
	Thursday, March 4, 2021	Budget Entry Training	TEAMS 9 AM	Business Svcs - Budget Entry
	Friday, March 5, 2021	Needs Assessment to be Conducted	N/A	Divisions
	<b>March 15 - 19, 2021</b>	<b>Spring Break</b>		<b>Department Closed</b>
	March 22 to 26, 2021	2nd Qtr. Budget Review Meetings	TEAMS	Budget Managers
	Wednesday, March 31, 2021	DUE: Risk Assessment - Mid-Year Evaluation	Bus. Office	Budget Mgrs
Friday, April 2, 2021	DUE: Proposed Budgets to Business Analyst	N/A	Budget Mgrs	
Budget Analysis and Superintendent Review	Friday, April 2, 2021	Final FY21-22 Accountability Objectives to be sent to Research & Evaluation / Budget Manager Overview Form	N/A	Budget Managers
	Thursday, April 22, 2021	HCDE Goals & Strategic Plan Integration - Executive Team Leaders (ELT) - Annual Review	N/A	ELT Members
	Friday, May 7, 2021	Budget Committee Planning Workbook to Budget Committee		Business Analyst
	Monday, May 10, 2021	Budget Committee Planning Meeting	9 AM 501-502	HCDE Budget Committee
	Monday, May 10, 2021	Updated SWOT Analysis for Divisions	N/A	Budget Managers
	May 10 - 20, 2021	Division Budget Presentations	9 AM 501-502	HCDE Budget Committee
	Monday, June 14, 2021	Supt. Budget Review Session: Draft 1 Proposed Budget	400 A	Superintendent, Bus. Svcs Assistant Superintendents
Board Workshops (Tentative)	Wednesday, June 16, 2021	Final Accountability Objectives Presented to the Board	Board Room	Superintendent, Bus. Svcs
	Monday, June 21, 2021	Supt. Budget Review Session: Draft 2 Proposed Budget	400A	Superintendent, Bus. Svcs
	Wednesday, June 30, 2021	Budget Work Session #1	9 AM 501	Board Budget Committee
	Friday, July 2, 2021	Post <u>Budget Notice</u> in the <u>Houston Chronicle</u> and Post Budget on the web	N/A	Business Svcs
	Tuesday, July 6, 2021	Agenda Items Due	N/A	Business Svcs
	June 21 - 25, 2021	3rd Qtr. Budget Review Meetings	TEAMS	Budget Managers
	Wednesday, July 14, 2021	Budget Work Session #2	11 AM 501	Board Budget Committee Superintendent, Bus. Svcs
Budget Approval (Tentative)	Wednesday, July 21, 2021	(1) Board Budget Committee Present Finalized Budget and Make Recommendation (2) Public Hearing on the Budget, 12:00 PM (3) <u>Board Meeting, 1:00 PM</u> and BUDGET APPROVAL	Board Room	Board Budget Committee, Superintendent, Bus. Svcs Board Board
	Friday, August 27, 2021	Risk Assessment Year-End Evaluation	N/A	Divisions
	Wednesday, September 1, 2021	FY22 Budget is effective		
	Wednesday, September 15, 2021	Accountability Meeting Year End Reports		Division Managers
	Wednesday, October 20, 2021	Board Presentation of Risk Assessment Document	Board Room	Board
October 25 - 29, 2021	4th Qtr. Budget Review Meetings	TEAMS	Budget Managers	

**HCDE Budget Committee:** Colbert, Parker, Rodgers, Clark, Bartz, Truitt, Amezcua, Barnett, and Martinez

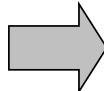
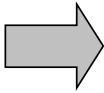
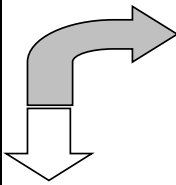
# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Tax Calendar 2021

Date	Activity
Wednesday, July 21, 2021	Board Approves HCTO to calculate No-New-Revenue and Voter Approval Tax Rates
Friday, July 23, 2021	Certification of anticipated collection rate by collector (Letter)
Wednesday, August 4, 2021	Calculation of No-New-Revenue and Voter Approval tax rates HCDE will have 60 days to adopt the Tax Rate from receiving the HCTO calculation
Wednesday, August 18, 2021	Presentation to the Board on No-New-Revenue and Voter Approval Tax Rates
Wednesday, August 25, 2021	Estimated date to receive the Certification of Appraisal Values (HCAD)



Wednesday, August 11, 2021	<b><u>Meeting of Governing Body to discuss tax rate</u></b> ; the proposed tax rate did not exceed the Voter Approval or the No-New-Revenue Tax Rates (whichever is lower), take record vote and schedule public hearing
Wednesday, August 11, 2021	Certification of anticipated debt collections rate for the tax year 2021, certification of the excess debt collection rate
Wednesday, September 1, 2021	<b><u>Notice of Public Hearing on Tax Increase</u></b> One Quarter page ad and other web at least 7 days prior to Public Hearing, as Proposed Tax Rate was not higher than No-New-Revenue Tax Rate  Publication of No-New-Revenue and Voter Approval Tax Rates and submission to the governing body, statement and schedules; submission to governing body.
Wednesday, September 8, 2021	72 hour meeting notice
Wednesday, September 15, 2021	<b><u>Public Hearing</u></b>
Wednesday, September 15, 2021	<b><u>Meeting of Governing Body to Adopt Tax Rate</u></b> As proposed tax rate did not exceed the Voter Approval or the No-New-Revenue Tax Rate (whichever is lower), record vote taken.



**Regular Board Meeting**

**8.B.**

**Meeting Date:** September 15, 2021

**Title:** Approval of contract continuation with Linebarger, Goggan, Blair & Sampson, LLP, law firm for collection of delinquent taxes for HCDE.

**Submitted For:** Jesus Amezcua, Business Office

**Submitted By:** Jaime Martinez

**Recommended Action:** Approve

**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
2. Deliver value responsibly  
4. Provide cost savings by leveraging tax dollars

**Additional Resource Personnel:** Dr. Amezcua, Kendra Jackson, Dr. Johnson

**Facilities/Technology Approval Needed?:** None

**Information**

**Posted Agenda Item:**

**Approval of HCDE's contract for delinquent tax collection with Linebarger, Goggan, Blair and Sampson, LLP:** The term of the contract shall commence upon the execution of all parties and remain in effect through 06/30/2022 and may renew with mutual agreement of the parties for a one (1) year term, for a maximum period of one (1) renewal period.

**Subject:**

Delinquent tax collection contract with Linebarger, Goggan, Blair and Sampson, LLP.

**Rationale:**

Linebarger Law Firm is the current delinquent ad valorem tax collection contractor for Harris County and the Harris County Department of Education (HCDE).

The department contracts with a delinquent tax attorney to collect delinquent taxes. The department has contracted with Linebarger Goggan Blair & Sampson, LLP - Attorneys at Law, which are the same attorneys for Harris County. This allows for HCDE to participate in all efforts of the firm with Harris County and minimize the cost of this service to HCDE. The firm is paid from the attorney's fees charged to the delinquent taxpayers.

**Recommendation:**

It is recommended that the department continue to contract with Linebarger, Goggan, Blair and Sampson LLP

**Fiscal Impact**

**Attachments**

Linebarger Law Firm Contract

**Form Review**

**Inbox**

Purchasing  
Purchasing Director  
Assistant Superintendent - Business

**Reviewed By**

Edna Johnson  
Kendra Jackson  
Jesus Amezcua

**Date**

08/25/2021 09:44 AM  
08/25/2021 10:37 AM  
09/02/2021 02:07 PM





prior to the imposition of penalties under sections 33.07, 33.08 or 33.11 of the Tax Code.

The terms and conditions for compensation may be set forth in a contract between a county and a private attorney, and the parties intend to comply with the provisions of section 6.30 of the Tax Code for collection services for delinquent taxes.

It is the intent of the parties to enter into a contract wherein an Article I would describe the duties and obligations relating to collection services for delinquent taxes and Article II would describe general provisions relating to all services and the contract in general.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to all parties, it is agreed as follows:

#### **DEFINITIONS:**

In each article and exhibit of this Contract the parties agree that:

(a) "County Attorney" shall mean the County Attorney of Harris County, Texas;

(b) "Federal Insurance Agencies" shall mean any or both FDIC and FLSIC. "FDIC" means the Federal Deposit Insurance Corporation, acting corporately, as receiver or liquidator of a failed financial institution insured by FDIC or FSLIC, or as a successor to the FSLIC. "FSLIC" means the former Federal Savings and Loan Insurance Corporation, acting corporately, as receiver or liquidator of a failed financial institution insured by FSLIC;

(c) "person" shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, governmental authority, or any other form of entity or agency;

(d) "System" shall mean the Appraisal and Collection Technologies Tax Collection System, developed by ACT for use by a current tax office (software and hardware) including all upgrades and modifications;

(e) "Tax Assessor-Collector" shall mean the Tax Assessor-Collector of Harris County, Texas or their designee;

(f) "Tax Code" shall mean the Texas Tax Code, as amended from time to time;

(g) "Tax Office" shall mean the Harris County Tax Assessor-Collector's Office;

#### **TERMS:**

### **ARTICLE I - COLLECTION OF DELINQUENT *AD VALOREM* TAXES**

#### ***1.0 Engagement of the Firm.***

The term of this Contract shall commence upon the execution of all parties and remain in effect through June 30, 2022 and may renew with mutual agreement of the parties for a one (1) year term, for a maximum period of one (1) renewal periods. This Contract may be terminated at any time without cause by the County on behalf of the Participating Agencies by giving the Firm written notice as specified in Section 1.9(a). In the event this Contract expires or terminates, at the election of the County, this contract may continue on a month-to-month basis for a period of no more than six (6) months, without additional contributions by the Firm to the Program as described in Section 1.1.3. .

The Participating Agencies agree to contract with the Firm to represent the Participating Agencies in the collection and enforced payment of:

(a) all delinquent *ad valorem* taxes, penalties and interest due and owing to the Participating Agencies on January 1, 2020; and

(b) all additional *ad valorem* taxes, penalties and interest upon the following dates, whichever occurs first:

(i) February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(ii) the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to section 33.42(a) of the Tax Code;

(iii) the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of the Tax Assessor-Collector;

(iv) the date of filing any claim in bankruptcy where recovery of the tax is sought;

(v) in the case of delinquent tangible personal property, on the 60th day after the tax becomes delinquent; or

(vi) July 1 of the year in which the taxes become delinquent.

Accounts in performing installment payment agreements on current year taxes or any other delayed turnover will be identified on a suppression file generated by the Tax Office for the Firm and collections will not be enforced by the Firm on such accounts until the Tax Office releases the accounts.

### ***1.1 Scope of Services.***

During the term of this Contract, including all extensions thereof, the Firm agrees to provide professional and administrative staff to perform delinquent tax collection and enforcement

services during the normal business hours. The Firm shall assign qualified and sufficient personnel to perform the services required by this Contract. The Firm assumes full responsibility for its personnel, including, without limitation, the responsibility for making all payroll deductions required of employers, by state, federal and local laws. The Firm shall also make contributions required for unemployment compensation, worker's compensation and liability insurance.

The Firm agrees to act in accordance with, and otherwise adhere to, generally accepted standards applicable thereto and shall comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services and other obligations to be performed hereunder. All of the Firm's employees, contractors and vendors shall maintain the requisite licenses and/or permits necessary for the performance of their duties under this Contract.

The Firm agrees to provide these services at its sole cost and expense.

The procedures of the Firm which affect the operations of the Tax Assessor-Collector are subject to the review, comment and approval of the Tax Assessor-Collector. All actions of the Firm are subject to the review, comment and approval of the County Attorney, which serves as the administrator of this Contract. As administrator of this Contract, the County Attorney shall decide any dispute between the Firm and the Participating Agencies or the Tax Assessor-Collector. Nothing herein shall make the Firm the employee or supervisee of the County Attorney, Tax Assessor-Collector or the Participating Agencies.

#### *1.1.1 Collection Activities.*

The Firm agrees to provide the following services for the collection of delinquent taxes, penalties, and interest:

(a) reasonable, non-judicial collection efforts made through written demands for payment, the notice and proposed schedule for mailing of such demands being reviewed and approved by the Tax Assessor-Collector at least thirty (30) days in advance; the use of call centers to answer questions; and the dissemination of tax information to taxpayers during normal business and early evening hours. Additionally, notices made via telephone call shall be conducted on a regular basis, during normal business hours, and in early evening hours, as needed, to ensure better contact rates with the taxpayers. All communications shall be conducted in accordance with State and Federal law. No delinquency notice ("mass mailing") shall be mailed without the express approval of the Tax Assessor-Collector. The Firm agrees to make special arrangements either via telephone or written notice to accommodate taxpayers who primarily speak languages other than English and Spanish, including, but not limited to Vietnamese and Chinese. Staffing must not fall below the minimum level needed to effectively perform the services required by this Contract;

(b) executing written installment payment agreements for up to twelve (12) months with taxpayers (under circumstances and on the terms and conditions permitted by the Tax Code and approved by the County Attorney and the Tax Assessor-Collector) with copies of said agreements being provided upon request to the Tax Assessor-Collector and County Attorney;

(c) referring taxpayers to the Tax Assessor-Collector for extended installment payment

agreements for up to thirty-six (36) months;

(d) accepting payments when appropriate from taxpayers (under circumstances and on the terms and conditions permitted by the Tax Code and approved by the County Attorney and the Tax Assessor-Collector), including payments made pursuant to installment payment agreements, by automatic bank draft, credit card, debit card or eCheck, with the authorization of the taxpayer;

(c) filing and prosecuting to judgment suits to enforce payment of taxes and to enforce the foreclosure of the liens on properties encumbered by unpaid delinquent taxes, penalty and interest that are described in section 1.0 and are owed, or claimed to be owed, to the Participating Agencies;

(d) intervening on behalf of the Participating Agencies in all suits for taxes hereinafter filed by any taxing unit on property located within the legal boundaries of the Participating Agencies;

(e) obtaining in all delinquent tax suits seeking the foreclosure of liens on real property a diligent examination of record title to the property (the "Examination"). The Examination shall be made by a reputable and competent title examiner ("Examiner"), reputable and competent title abstractor ("Abstractor") or by a reputable and competent title company (the "Title Company"). The Examination shall be completed prior to filing suit on behalf of the Participating Agencies and prior to the Firm requesting the sale of a judgment wherein the Participating Agencies intervened. An Examination may also be requested by the Participating Agencies in the case of a sale of a judgment in which the Participating Agencies have intervened and were not the party that requested the Order of Sale resulting in said sale of judgment. At a minimum, the Examination shall include, and the Examiner, the Abstractor or the Title Company shall:

(i) identify the name and address of all persons who claim a record interest in the property;

(ii) identify the nature of every interest claimed by each person and provide the volume, page and all other filing and recording information requisite to the official recorded location of each document upon which all persons' claims upon title to the property are based;

(iii) provide a true, correct and legible copy of each document upon which all recorded claims against title to the property are based; and

(iv) provide notice of suit to all persons who claim a record interest or lien interest in the property at least ten (10) days prior to filing suit with additional opportunities to enter in an installment payment agreement or make payment in full.

(f) Each Examiner, Abstractor, and Title Company shall be selected by the Firm. The Firm and Participating Agencies recognize that title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the County, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the County. Except as provided in Section 1.9, upon recovery of such costs under section 33.48 of the Tax Code from the defendants or from the tax sale of defendants' property, the Firm shall be entitled to those costs, the entitlement to which is hereby assigned to the Firm by the

Participating Agencies. In cases where abstract costs go uncollected, the Firm shall write-off those costs and hereby assumes all risks associated therewith. The Participating Agencies will not be liable to the taxpayer, or any third person, for any error or omission arising from the acts of the Examiner, the Abstractor or the Title Company in performing the Examination including, without limitation, the identification of incorrect parties, the omission of correct parties, or any other erroneous or incorrect information contained in the Examination;

(g) The Firm agrees that the Firm will be responsible to the Participating Agencies to exercise due diligence and reasonable care in the selection of competent Examiners, competent Abstractors and competent Title Companies in all cases in which the Participating Agencies have an interest. The Participating Agencies acknowledge that the Firm may provide the title research, abstracting and examining with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Firm shall present to the County Attorney for review and approval a comprehensive plan for title examination including levels of staffing and procedures for examinations within thirty (30) days of the effective date of this Contract;

(h) perfecting, briefing and then prosecuting appeals from trial court judgments adverse, or in response to appeals taken from trial court judgments favorable, to the Participating Agencies and involving delinquent taxes owed, or claimed to be owed, to the Participating Agencies;

(i) representing the Participating Agencies in all bankruptcy cases, ancillary proceedings and appeals pertaining to or affecting the tax obligations that are owed or are claimed to be owed to the Participating Agencies;

(j) intervening on behalf of the Participating Agencies in condemnation cases and proceedings involving property subject to the taxing jurisdiction of the Participating Agencies;

(k) maintaining a judgment collection program to diligently pursue the collection of all judgments obtained in the name of the Participating Agencies by the Firm, which includes performing post-judgment discovery and making applications for receivership for business personal property judgments, as appropriate;

(l) inspecting, preparing appropriate paperwork, and providing onsite notices of tax sales, when safe and accessible conditions exists, for all properties subject to a tax lien foreclosure through a judgment for tax sale and/or resale;

(m) paying all fees, including but not limited to any Constable's fee and publication charge, when a tax foreclosure sale is rescinded because of Firm error. Under this subsection, a Constable's fee is earned upon the attachment of that fee to the bill of costs and the publication fee is earned upon publication of the notice, whether or not a sale actually takes place;

(n) representing the Tax Assessor-Collector, at the direction of the Tax Assessor-Collector, in all tax warrant proceedings pertaining to or affecting the tax obligations that are owed, or are claimed to be owed, to the Participating Agencies;

(o) seeking from the court the excess proceeds held in the registry of the Court by the District Clerk resulting from the tax sales or resales; and

(p) promoting tax sale properties through the Firm website by including, but not limited to, the following property information: Constable precinct number; sale date; case number; District Court number; account number; judgment date; order issue date; case style; legal description; physical address; adjudged value; estimated minimum bid; status; map or map link of property location when obtainable; and the following statement: “\*\*THERE MAY BE ADDITIONAL TAXES DUE ON THE PROPERTY WHICH HAVE BEEN ASSESSED SINCE THE DATE OF THE JUDGMENT.” The Firm will add any other tax sale related information to the Firm website as requested by the Participating Agencies.

The Participating Agencies expressly authorize and reserve the right for the County Attorney, upon written notice to the Firm, to appear in Court on behalf of the Participating Agencies in any litigation in which the Participating Agency or the Harris County Tax Assessor-Collector’s Office is a party.

### ***1.1.2 Firm’s Reporting Responsibilities.***

The Firm agrees to provide the following information upon request in the manner described:

(a) The Firm will keep the Tax Assessor-Collector fully informed of errors<sup>1</sup> in tax-related information maintained or provided by the Participating Agencies to the Firm pursuant to any provision of this Contract or otherwise pertaining to *ad valorem* property taxes owed to the Participating Agencies, including without limitation, multiple assessments on the same property, incorrect ownership records, and incomplete property descriptions.

(b) The Firm will furnish, accurate information that the Tax Assessor-Collector needs to produce certified tax statements, and will indemnify the Participating Agencies and the Tax Assessor-Collector for any loss related to the receipt of inaccurate or incomplete information from the Firm.

(c) The Firm will participate in monthly performance review meetings with the County Attorney and Tax Assessor-Collector.

(d) The Firm agrees to provide monthly reports to the County Attorney and the Tax Assessor-Collector. The reports must include the following:

(i) Collection Report, as directed by the Tax Assessor-Collector, on a monthly and year-to-date basis;

(ii) Harris County Top 200 Real Property Delinquent Accounts Report detailing activity on high-dollar delinquent accounts with a breakdown by property type, age, size,

---

<sup>1</sup> Substantial errors, or minor errors if the magnitude of same is substantial in light of the frequency with which the same or similar errors are repeated, shall also be reported to the County Attorney.

and status of accounts;

(iii) Weekly Proposed Lawsuit Report which shows all accounts (including names, addresses, and amounts owed) that are ready for suit to be filed;

(iv) Litigation Activity Report;

(v) Tax Sale Report;

(vi) High-dollar Bankruptcy Report;

(vii) Lawsuits Under Appeal Report;

(viii) Harris County Post-Judgment Sales Report;

(ix) Call Center Collections Report;

(x) Quarterly summary report of the status of every delinquent account in accordance with the specifications of the County Attorney or Tax Assessor-Collector;

(xi) Comprehensive litigation detail report which shows, for each case in active litigation, the style, cause number, HCAD Account number(s), name(s) and last known address(es) of Defendant(s), court number, and attorney of record;

(xii) Comprehensive payment plan report which shows, for all current and defaulted payment plans, the HCAD Account number, name(s) and address(es) of Property Owner or Responsible Parties, Total Amount Due, Total Amount Paid, Monthly Payment Amount, Date Created, and Payment Term;

(xiii) Comprehensive post-judgment report which shows, for all judgments in which the Participating Agencies are a party, the style, cause number, HCAD Account number(s), name(s) and last known address(es) of Defendant(s), court number, judgment date, amount due, any previous sale attempts, and status.

(xiv) Comprehensive posted tax sale listing which shows, for all properties that have been posted for future sale or resale, the style, cause number, court number, HCAD Account number(s), property address, legal description, Constable Precinct location, sale date, sale number, adjudged value, estimated minimum bid, and sale status;

(xv) Comprehensive struck-off property listing which shows, for all properties that have been posted for sale and struck off to a Participating Agency, the style, cause number, court number, HCAD Account number(s), property address, legal description, Constable Precinct location, last sale date, adjudged value, current amount of outstanding taxes, and status/notes;

(xvi) Comprehensive bankruptcy report which shows, for all active bankruptcy

cases, the style, proceeding number, jurisdiction, type of bankruptcy case, HCAD Account number(s), name(s) and address(es) of Debtor(s), amount owed to the Participating Entities, and status; and

(xvii) Other reports as requested by the County Attorney or the Tax Assessor-Collector.

(e) The format of a report, including changes, must be approved by the County Attorney and Tax Assessor-Collector.

### ***1.1.3 Duties of the Firm.***

The Firm agrees to the following:

(a) To engage with a non-profit organization (“Non-Profit”) for the administration of a program to assist residential property owners in the payment of ad valorem taxes, penalties, and fees accrued under section 33.07, 33.08, and 33.11 (the “Program”)

(b) Reach agreement with the Non-Profit, within thirty (30) days from the date of execution of this Agreement for the administration of the Program. The Non-Profit shall have experience in administering programs of similar nature.

(c) Non-Profit shall administer the Program under the criteria designated below.

- a. Individuals will apply for the Program directly to the Non-Profit and selection will be made exclusively by the Non-Profit. Neither the Firm, nor the County will have any role in awarding funds through this program.
- b. Eligibility for the Program is based upon residential property in Harris County with a homestead exemption granted by the Harris County Appraisal District;.
- c. The Non-Profit will advise and assist the individual in applying for homestead, over 65 or disability exemptions to which they may be entitled.
- d. Participant’s homestead property may not exceed an appraised value of \$200,000.00.
- e. Participant must have delinquent property taxes on the homestead;
- f. Non-Profit shall develop criteria to set as a priority the assistance of the most distressed tax payers in an effort to accomplish the goals of the Program.
- g. Payments made by the Non-Profit shall be posted by the Harris County Tax Office in the same manner as any other payment received by that office.

(d) Non-Profit and Firm will actively promote the Program through a coordinated communications strategy that targets eligible residents.

(e) To contribute a sum in the amount of One Million and No/Dollars (\$1,000,000.00) (“Firm Contribution”) to the Non-Profit, to be paid in twelve (12) equal monthly installments by the last day of each calendar month, or as close thereto as arrangements are concluded with the Non-Profit..



(f) To adhere to the special procedures set forth in Exhibit A, *Computer System License and Maintenance Agreement* (“License Agreement”), which is hereby incorporated herein.

(g) To adhere to the special procedures set forth in Exhibit B, *Over 65, Disabled & Active Military Procedures*, which is hereby incorporated herein, for handling the tax accounts of persons who are 65 years of age or older, disabled or serving in the military including, but not limited to, notifying and assisting eligible taxpayers with applicable homestead, disability and age-related exemptions and providing them with information about, and assisting them with, applications for abatement and deferral of tax payments and foreclosure sales on residential homesteads, including information on, and assistance with, applications for the abatement or deferral of taxes and foreclosure sales that are the subject matter of pending suits;

(h) To follow the special procedures set forth in Exhibit C, *Homestead Procedures*, which is hereby incorporated herein, to accommodate taxpayers who are delinquent in the payment of *ad valorem* property taxes on their residential homesteads and who can demonstrate (i) that their delinquencies are the result of short-term and unavoidable hardships and (ii) that some reasonable forbearance by the Participating Agencies may result in the collection of all delinquent taxes that are, or during any period of deferred collection will become, due and owing to the Participating Agencies;

(i) To adhere to a policy of fairness to and the evenhanded treatment of all taxpayers in connection with collection procedures undertaken on behalf of the Participating Agencies;

(i) To use the Firm’s letterhead in all written communications with taxpayers;

(j) To bear the cost of all legally required notices to all taxpayers to secure the assessment and obligation for the payment of section 33.07, 33.08 and 33.11 penalties to the Tax Assessor-Collector, as directed by the Tax Assessor-Collector;

(k) To adhere to the program described in Exhibit D, *Erroneous Collection Procedures*, which is hereby incorporated herein, that will protect taxpayers from the erroneous or wrongful collection of any section 33.48 attorneys' fees or section 33.07, 33.08 and 33.11 penalties, and that provides for notice to the Tax Assessor-Collector's Office of the names and account numbers of any taxpayers from whom section 33.48 attorneys' fees or section 33.07, 33.08 and 33.11 penalties were erroneously or wrongfully collected, within thirty (30) days after the Firm or the Participating Agencies determine the same to be due to the taxpayer, which determination shall not be unduly delayed;

(l) To inform taxpayers seeking refunds of the proper procedures for obtaining refunds that may be due with respect to property taxed by the Participating Agencies. Any fee paid to the Firm with respect to a tax liability which is later refunded by the Tax Assessor-Collector will be refunded by the Firm to the Tax Assessor-Collector, and the Tax Assessor-Collector is hereby authorized to set off the amount of such obligations against any liability that the Participating Agencies may owe to the Firm with respect to fees for services or otherwise;

(m) To take appropriate legal action to correct filing errors within thirty (30) days after

the Firm receives notice of a filing error from the court in which the suit is pending. The Firm shall exercise reasonable efforts to timely take appropriate legal action to correct filing errors where the Firm receives competent, irrefutable evidence;

(n) To accept payments and deliver to the Tax Assessor-Collector, within ten (10) County working days of receipt, all checks and other instruments presented to and received by the Firm in payment of amounts which may be owed to the Participating Agencies, including any taxes, penalties, interest, and court costs. The Firm shall forward to the Tax Assessor-Collector detailed information on the correct distribution and application of the payments. The Firm agrees that if any information provided does not match the amount of the corresponding payment and/or properly account for the correct distribution of the funds, then the Tax Assessor-Collector may use fees owed to the Firm to cure any deficiency. In addition, the Firm will reimburse the County for the Tax Assessor-Collector's actual costs associated with returning the payment and incorrect paperwork to the Firm and reprocessing the payment after correction; such costs being agreed to as \$50.00 for each such submittal;

(o) To update the legal status codes of all accounts in the System on a weekly basis;

(p) To provide all necessary legal services and support in connection with affordable housing projects of the Participating Agencies.

(q) On a monthly basis the Firm will provide a meeting room and present an overview of all properties subject to tax foreclosure in the upcoming tax lien foreclosure sale. The presentation will be conducted in accordance with the Interlocal Agreement for the Sale of Seized and Tax Foreclosed Property ("Interlocal") as approved by Harris County Commissioners Court on December 14th, 1999 and as may be amended. The Firm will include in the presentation, or have immediately available for review, a log of all communications, pictures, and information obtained during the inspection process for all properties subject to the upcoming tax lien foreclosure sale;

(r) To retain all litigation files and delinquent tax collection information pursuant to the File Retention Policy attached as Exhibit E, *File Retention Policy*, which is hereby incorporated herein;

(s) To provide computer access to and printing access from the Firm's delinquent tax system records, at the offices of Tax Assessor-Collector and County Attorney, along with the necessary training to facilitate the operation of the delinquent tax system and administration of this Contract;

(t) To provide computer access to the Firm's litigation and post-judgment database, along with the necessary training to facilitate the operation of the delinquent tax system and administration of this Contract;

(u) To collect an amount equal to or greater than the Collection Goal calculated for the Participating Agencies according to the formula set out in Exhibit F, *Collection Goal/Minimum Collection Guarantee*, which is hereby incorporated herein. In the event that the Firm fails to meet

the Collection Goal stated herein, the Firm shall pay the Participating Agencies, out of funds other than those collected on behalf of the Participating Agencies under Tax Code Sections 33.07, 33.08, 33.11 and 33.48, by July 31 of each year, an amount equal to the difference between the Collection Goal and the actual amount collected for the preceding contract year as defined within the exhibit; and

(v) To prepare all paperwork necessary to convey title to successful bidder or, in the event of strike-off, to the entity as identified in the provisions set forth in the Interlocal. All necessary paperwork will be forwarded to the appropriate Constable precinct, which includes any and all documents relating to the filing of an officer's return, in lieu of deed, in compliance with 34.015(k-1) of the Tax Code.

(w) The Firm understands the objective of Harris County to compensate all employees within Harris County with a \$15 per hour livable wage and is committed to maintaining said policy throughout the term of the Contract.

(x) Provide homeowners whose homes have low property values with resources and referrals through specialized mailings and outreach, to enter into extended partial payment agreements, access Harris County Appraisal District exemption resources, and engage with legal aid and other volunteer lawyer services to address title and heirship issues.

### ***1.2 Computer System.***

Pursuant to the License Agreement which is attached as Exhibit A and is hereby incorporated herein, the Firm agrees to grant to Harris County a non-exclusive, non-assignable license to the System, all subsequent versions, upgrades and modifications and the County accepts such license, subject to the terms set out in the License Agreement and as may be amended. The terms and restrictions of the License Agreement set forth the relative responsibilities of the Firm and the County.

### ***1.3 Obligations of Participating Agencies.***

(a) The Participating Agencies agree to impose the additional penalties as authorized by sections 33.07, 33.08 and 33.11 of the Tax Code in an amount not to exceed fifteen percent (15%).

(b) The County agrees to provide access to *ad valorem* tax information maintained on the System on all property within the taxing jurisdictions of the Participating Agencies as required by the Firm to effectuate the purposes of this Contract; including the names, last known addresses, account numbers, identities, homestead and other exemption designations, tax and foreclosure deferral statuses with taxpayers who are 65 years of age or older, disabled or serving in the military, abatement assignments with taxpayers who are 65 years of age or older, the location and identity of necessary parties, last known owners, and legal descriptions for properties upon which delinquent taxes are owed.

(c) The County agrees to provide access to the System, for inquiry purposes necessary to the Firm's performance of its obligations under this Contract.

#### **1.4 Firm's Compensation.**

Subject to subsection (d) below, and except as provided for in Section 1.9, the Participating Agencies agree to pay the Firm as follows for all services and other considerations provided by the Firm under this Contract:

(a) For collecting delinquent *ad valorem* taxes: Sections 33.07, 33.08 and 33.11 penalties and section 33.48 attorney's fees collected by the Firm in regard to such taxes;

(b) In bankruptcy and condemnation cases and proceedings handled by the Firm: Section 33.48 attorneys' fees and sections 33.07, 33.08 and 33.11 penalties, fees and expenses awarded by the Court to the Firm and paid to the Participating Agencies by the taxpayer or other person.

(c) In cases and proceedings handled by the Firm in which one or both of the Federal Insurance Agencies is a party that is adverse to any *ad valorem* tax claim by the Participating Agencies: Sections 33.07, 33.08 and 33.11 penalties or section 33.48 attorney's fees and expenses awarded by the Court to the Firm and paid to the Participating Agencies by the taxpayer or other person;

(d) Notwithstanding any other provision of this Contract or within this section:

(i) all amounts payable to the Firm shall be payable from sections 33.07, 33.08 and 33.11 penalties and sections 33.23 and 33.48 attorney's fees actually and finally collected by the Tax Assessor-Collector for the Participating Agencies ("Penalties and Fees Payment") and the County's Payment as defined below; and

(ii) the total compensation payable to the Firm under this Contract must in no event exceed the total amounts of the County's Payment and Penalties and Fees Payment paid to the Tax Assessor-Collector on behalf of the Participating Agencies less the Firm Contribution.

#### **1.5 Payment and Refund of Fees.**

Except as provided in Section 1.9, all compensation due and payable to the Firm pursuant to this contract shall be earned by, and shall become the property of, the Firm each time that the taxes, penalties, and interest are paid to the Tax Assessor-Collector. On or before the 15th day of each month throughout the term of this Contract, the Tax Assessor-Collector shall pay the Firm all fees earned under this Contract by the Firm during the previous month. The Firm shall not seek reimbursement for, nor will the County or the Participating Agencies be obligated to pay for postage, mailing costs, telephone expenses, mileage, parking fees, or other costs or expenses (similar or dissimilar) incurred in connection with services provided by the Firm. Notwithstanding Section 1.9, any penalty assessed pursuant to sections 33.07, 33.08, or 33.11 of the Tax Code that has been paid to the Firm but was collected by the Tax Assessor-Collector due to a mistake, shall be refunded by the Firm to the Tax Assessor-Collector within thirty (30) days after the Firm

receives notice of same, and the Tax Assessor-Collector is hereby authorized to set off the amount of such obligations owed by the Participating Agencies to the Firm against fees owed by the Participating Agencies by the Firm.

### ***1.6 Information/Data Control.***

The Participating Agencies own and shall retain control over all of their tax collection records, including all information collected and supplied by the Firm in the process of keeping the tax collection records up to date. The Firm will protect all records and information owned by the Participating Agencies against unlawful exposure to third parties throughout the term of this Contract and thereafter for so long as such information remains confidential. The Firm shall not make any attempt to obtain information from the Participating Agencies that is not reasonably necessary to the performances of the Firm's obligation under this Contract. The Firm, at the request of the Participating Agencies shall provide any and all information or data collected by the Firm as part of its Services in the format requested by the Participating Agencies.

All files related to tax collection suits, whether maintained by the Participating Agencies or maintained in the offices of the Firm are the property of the Participating Agencies. The Firm must provide access of these files to the County Attorney. The Firm shall provide documents that are subject to the Texas Public Information Act. The Firm shall take the necessary precautionary steps to segregate and/or designate privileged documents to maintain the privilege.

### ***1.7 Right of Inspection.***

The Firm shall permit the Tax Assessor-Collector, the County Attorney, the County Auditor, and other designated officials, employees, agents or authorized representatives of the Participating Agencies, to visit and to inspect the premises on which the Firm's duties under this Contract are performed and to examine the books and records of the Firm which pertain to the duties and obligations of the Firm provided in or arising under this Contract, and during the course of such visits and inspections, to make copies and take extracts from said books and records at the Participating Agencies' expense and to discuss the performance of the Firm's duties with the officers, accountants, attorneys, agents and auditors of the Firm that are responsible for such duties. Such visits and/or inspections shall always take place at reasonable times but as often as the Participating Agencies may desire.

### ***1.8 Notices.***

All notices and demands given with reference to Article I of this Contract (the "Notices") shall be in writing and shall be effective upon receipt by the party to whom a Notice is directed.

(a) The parties initially designate as the place and person or official upon whom all Notices shall be served, as follows:

- (i) If to the Firm:

Linebarger Goggan Blair & Sampson, LLP

Attn: Managing Partner  
4828 Loop Central Drive, Suite 600  
Houston, Texas 77081  
Telephone: 713-844-3460  
Fax: 713-844-3504

(ii) If to the Participating Agencies:

Harris County, Texas  
for Harris County and other Participating Agencies  
Attention: Clerk of Commissioners Court  
1001 Preston, 9th Floor  
Houston, Texas 77002  
Telephone: 713-755-4000  
Fax: 713-755-8379

(b) A copy of all Notices to the County shall be concurrently served on, and all other correspondence with the County shall be directed to:

Harris County Attorney  
1019 Congress, 15<sup>th</sup> Floor  
Houston, Texas 77002  
Telephone: 713-755-5101  
Fax: 713-755-8772

Harris County Tax Assessor-Collector's Office  
1001 Preston  
Houston, Texas 77002  
Telephone: 713-368-2000  
Fax: 713-368-2509

(c) Notices may be delivered in person, facsimile (in either case with originals to be contemporaneously mailed to the addresses), sent by first class or express mail (postage prepaid) or by an overnight courier (such as Federal Express or UPS) to the recipient at its address hereinafter set forth or, as to any such recipient, at such other address as may be designated by same in a notice to the other party in the manner provided in this Contract.

### ***1.9 Expiration & Termination.***

(a) This Contract may be terminated at any time for any reason by the County on behalf of the Participating Agencies by giving the Firm (60) sixty days written notice.

(b) If the Firm is notified that this Contract will be terminated, or if this Contract expires, the Firm shall use best efforts and due diligence to immediately make an orderly transition of all legal services provided by the Firm to the County Attorney, or to another firm of attorneys designated by the County, as approved by Commissioners Court.

(c) After receipt of notice of termination and until the effective date of termination, the Firm will continue with all of its tax collection efforts in good faith as provided in this Contract and with a full staff, keeping the County fully informed of its activities; *provided, however*, that after receipt of such notice, the Firm shall not intervene, file or institute any new delinquent tax collection suits, or mail collection notices without the approval of the County Attorney. Upon receipt of the notice of termination, the Firm must give the County Attorney prompt and adequate notice of any cases for which the statute of limitations will run within sixty (60) days of County's notice of termination and of other cases which must be filed to prevent imminent loss to the Participating Agencies. Except as provided in subsection (g), until the effective date of termination, the Firm shall continue with all of its professional and contractual responsibilities in connection with existing cases and shall enter appearances in and retain professional and contractual responsibilities for all bankruptcy cases, condemnation cases and cases involving one or both Federal Insurance Agencies.

(d) Upon the expiration of this Contract or within ten (10) days of receiving notice of termination, the Firm shall provide all reports listed in Section 1.1.2(d) with the most up-to-date and current data.

(e) Upon the expiration of this Contract or within twenty (20) days of receiving notice of termination, all case files, correspondence, legal and title documents, title information, and other records and data of any kind which relate to the collection of delinquent or other taxes, or the Firm's performance, under this contract will be turned over to the Tax Assessor-Collector and the County Attorney, or to another firm of attorneys designated by the County, in an orderly and timely manner, as directed by the County Attorney.

(f) Upon the expiration of this Contract or within twenty (20) days of receiving notice of termination, and for a period of one year after the expiration or termination of this Contract, the Firm agrees to allow up to seventy-five (75) County users to have client view/read only access to its litigation and post-judgment databases for purposes of conducting account research.

(g) Upon the expiration of this Contract or after receiving notice of termination, and solely at the direction of the County Attorney, the Firm shall prepare, sign, and file appropriate motions asking the court or master in each case to substitute the County Attorney, or another firm of attorneys designated by the County, as counsel of record for the Participating Agencies. After having provided notice of termination, and until the effective date of termination, the Participating Agencies expressly authorize the County Attorney, or another firm of attorneys designated by the County, to represent the Participating Agencies in any litigation in which a Participating Agency or the Harris County Tax Assessor-Collector's Office is a party.

(h) Failure to comply with time requirement of this section will result in the immediate forfeiture of any penalties, fees, expenses, and costs collected but not yet paid to the Firm.

(i) After the expiration or effective date of termination of this Contract, the Participating Agencies shall have no further obligation for compensation for amounts ultimately collected. After the expiration or effective date of termination of this Contract, all penalties, expenses and

fees provided for in Section 1.4, and all costs identified in Section 1.1.1(f), shall not become the property of the Firm when such penalties, fees, expenses, or costs are paid, regardless of whether they are paid before or after a judgment was obtained. The Participating Agencies shall have no obligation whatsoever to the Firm to pay such penalties, fees, expenses, or costs which are collected by the Participating Agencies, County Attorney, or a private attorney after the expiration or termination of this Contract. The Participating Agencies acknowledge that any penalties, fees, expenses, and costs that are collected prior to the expiration or termination of this Contract are payable to the Firm and will be paid to the Firm when reconciled.

## ARTICLE II - GENERAL PROVISIONS

### *2.0 County Auditor.*

The County Auditor shall have the right to audit all transactions arising out of each Article of this Contract.

### *2.1 Indemnity.*

**THE FIRM AGREES TO, AND HEREAFTER SHALL, INDEMNIFY AND DEFEND THE PARTICIPATING AGENCIES AGAINST, AND SHALL PROTECT AND HOLD THE PARTICIPATING AGENCIES HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND, CROSS-ACTIONS, THIRD-PARTY ACTIONS, ACTIONS IN INTERVENTION, ACTIONS FOR CONTRIBUTION AND INDEMNITY, JUDGMENTS, ADMINISTRATIVE ACTIONS AND PROCEEDINGS, ADMINISTRATIVE ORDERS, COSTS, EXPENSES, DISBURSEMENTS OR REQUIREMENTS OF ANY KIND OR ANY NATURE WHATSOEVER WHICH HAVE BEEN OR MAY EVER BE ASSERTED BY ANY PERSON WITH RESPECT TO ANY NEGLIGENT OR WRONGFUL ACT OF THE FIRM, THE FIRM'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS OR OTHER PARTIES ACTING UNDER THE FIRM'S CONTROL OR DIRECTION ARISING OUT OF OR PERTAINING TO THIS CONTRACT, OR ANY ACTION TAKEN OR OMITTED BY THE FIRM UNDER OR PURSUANT TO THIS CONTRACT OR ITS DUTIES AND OBLIGATIONS UNDER THIS CONTRACT. ALL OF THE FIRM'S OBLIGATIONS, PURSUANT TO THIS SECTION 4.2, SHALL EXTEND TO, AND INCLUDE AND PROTECT, EACH OF THE PARTICIPATING AGENCIES AND EVERY OFFICIAL, DEPUTY, AND EMPLOYEE OF THE PARTICIPATING AGENCIES ("THE INDEMNIFIED PARTIES") EVEN IF THE FIRM'S OBLIGATIONS ARISE IN PART DUE TO THE NEGLIGENCE OF ONE OR MORE OF THE INDEMNIFIED PARTIES, THEIR OFFICIALS, DEPUTIES, AND OR THEIR EMPLOYEES.**

### *2.2 Insurance.*

The Firm shall procure, pay for and maintain during the term of this Contract a policy of lawyers' professional liability insurance including errors and omissions with a minimum limit of



\$1,000,000.00 per occurrence, and the Firm shall produce current copies of such policies from time to time upon request made by the Participating Agencies. The Firm shall also name the Participating Agencies as "named insureds" on the Firm's: (i) \$2,000,000 blanket "employee and firm" dishonesty bond or policy; (ii) \$2,000,000 aggregate coverage, \$1,000,000 coverage per occurrence, general liability policy; and (iii) excess liability policy (umbrella form) with \$5,000,000 of aggregate coverage. The Firm shall provide the County Attorney with copies of such policies, or other reasonable evidence acceptable to the County that such policies are in place with the County as a "named insured" and with each insurance company's agreement that policies so issued shall not be terminated without thirty (30) days of prior written notice to the County Attorney, and the Firm shall keep such policies in such amounts or in such other amounts or may be approved by the Participating Agencies, in full force and effect throughout the term of this Contract. The insurance policy held under this contract may be the same policy held under the delinquent Fines and Fees collections contract and the Toll Road collections contract between the Firm and the County. Triplicate insurance policies are not required to fulfill this provision.

### ***2.3 Compliance***

The Firm shall comply with the Payment Card Industry (PCI) Data Security Standard (DSS) in all Firm-owned systems, networks, and hosts which interface with County-owned systems. The Firm shall agree that the processes it uses for developing or accessing systems that contain client confidential information will be PCI DSS compliant, Level one (1) PCI in both Service Provider and Merchant. The Firm shall promptly notify the County of any security breach or failure of a Firm-owned system that affects confidential information belonging to the County.

In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, the Firm warrants and represents that, at the time of execution, and for the duration of the term of this Agreement and any Renewal Term, the Firm does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. In accordance with Tex. Gov't Code Ann. § 2270.002, the Firm warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this Agreement.

### ***2.4 Governing Law & Venue.***

This Contract shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Houston, Harris County, Texas.

### ***2.5 Headings.***

Headings, captions and other similar designations used in this Contract are only for convenience and reference and in no way define or limit the scope and content of this Contract, or in any way affect its provisions.

### ***2.6 Number, Gender of Words.***

Whenever the singular number is used herein, it includes the plural wherever appropriate, and words of any gender include the other gender where appropriate.

***2.7 Assignment; Sub-Contracting.***

This Contract provides for personal and/or professional service and the Firm shall not assign this Contract or any portion thereof without the prior written consent of the County Attorney. In performing services under this Contract, the Firm acts and is an independent contractor, and no provisions of this Contract shall be construed as making the Firm the agent, servant, or employee of any of the Participating Agencies. Without implication that this Contract may be transferred and assigned other than as herein provided, rights and privileges, terms and conditions, and duties and obligations created in this Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. Firm shall make a good faith effort to award subcontracts or supply agreements to minority and women owned businesses engaged in a commercially useful function directly related to Contract to ensure equal opportunity and meaningfully increase opportunities for participation of minority and women owned businesses in contracts with County.

***2.8 Severable Provisions.***

In the event any provision, or any portion thereof, of this Contract, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, all of its other provisions and all portions thereof, shall be valid and enforceable to the fullest extent permitted by law.

***2.9 Entireties.***

This instrument, with all attachments hereto contains the entire agreement between the parties hereto with respect to the rights herein granted and the obligations herein assumed. No agreement shall be effective to add to, change, amend, modify, waive or discharge this Agreement in whole or in part, unless such agreement is in writing and signed by the parties hereto.

***2.10 Counterparts.***

This Contract may be executed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

***2.11 No Third Party Beneficiaries.***

Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any other third party; neither shall any third party be deemed to be a third party beneficiary of any of the provisions contained herein.

***2.12 Further Assurances.***

Each party shall execute all further documents and instruments required from time to time to assure the other party of its full rights intended to be established and conveyed in this Contract.

**2.13 No Waiver.**

No delay or omission by any of the parties in exercising any right or power accruing upon any non-compliance or failure of performance by the other party under the provisions of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver, by any party of any covenant, condition, provision, or performance under this Contract, shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, provision or performance of this Contract.

The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

[EXECUTION PAGE TO FOLLOW]

Approved as to Form

CHRISTIAN D. MENEFE  
County Attorney

By: DeAnne A. Lin  
DeAnne A. Lin  
Assistant County Attorney  
CA File 21GEN1629

Approved

By: \_\_\_\_\_  
Ann Harris Bennett  
Harris County Tax Assessor-Collector

HARRIS COUNTY, HARRIS COUNTY  
FLOOD CONTROL DISTRICT, &  
HARRIS COUNTY HOSPITAL DISTRICT  
D/B/A HARRIS HEALTH SYSTEM

By: [Signature]  
Lina Hidalgo  
County Judge

PORT OF HOUSTON AUTHORITY OF  
HARRIS COUNTY

By: \_\_\_\_\_  
Roger Guenther  
Executive Director

HARRIS COUNTY DEPARTMENT OF  
EDUCATION

By: \_\_\_\_\_  
Josh Flynn  
Board President

LINEBARGER GOGGAN BLAIR &  
SAMPSON, LLP

By: \_\_\_\_\_  
Norman Nelson  
Managing Partner

Approved as to Form

CHRISTIAN D. MENEFEE  
County Attorney

By: DeAnne A. Lin

DeAnne A. Lin  
Assistant County Attorney  
CA File 21GEN1629

Approved

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

Ann Harris Bennett  
Harris County Tax Assessor-Collector

HARRIS COUNTY, HARRIS COUNTY  
FLOOD CONTROL DISTRICT, &  
HARRIS COUNTY HOSPITAL DISTRICT  
D/B/A HARRIS HEALTH SYSTEM

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

Lina Hidalgo  
County Judge

PORT OF HOUSTON AUTHORITY OF  
HARRIS COUNTY

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

Roger Guenther  
Executive Director

HARRIS COUNTY DEPARTMENT OF  
EDUCATION

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

Josh Flynn  
Board President

LINEBARGER GOGGAN BLAIR &  
SAMPSON, LLP

By: Norman Nelson

Norman Nelson  
Managing Partner

Exhibit A: *Computer System License and Maintenance Agreement*  
Exhibit B: *Over-65, Disabled & Active Military Procedures*  
Exhibit C: *Homestead Procedures*  
Exhibit D: *Erroneous Collection Procedures*  
Exhibit E: *File Retention Policy*  
Exhibit F: *Collection Goal/Minimum Collection Guarantee*

**EXHIBIT A**

**Computer System License and Maintenance Agreement**

This Computer System License and Maintenance Agreement (the “License Agreement”) is incorporated by reference into the Contract between Linebarger Goggan Blair & Sampson LLP (“Firm”) and Harris County (“County”) (each a “Party” and together, the “Parties”). By execution of the Contract, the Firm and the County agree to the terms of this License Agreement.

**THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT BEGIN ON THE FOLLOWING PAGE. THIS LICENSE AGREEMENT MAY CONTAIN SEVERAL ATTACHED SCHEDULES, THE PAGES OF WHICH MAY NOT BE NUMBERED.**

TABLE OF SCHEDULES

Schedule 1	Fee Schedule
Schedule 2	Service Level Agreement

## TERMS AND CONDITIONS

### 1. Services.

1.1. County's Rights to Use the Services. Firm grants County a limited non-exclusive, non-transferable, worldwide right and license to access and use the Services for the duration of the Term (as defined herein) solely for the purposes of tax assessment and collection by or on behalf of County. The "Services" means the services provided by Firm that are described in Schedule 2 attached hereto and incorporated herein.

1.2. Service Levels. In providing the Services, Firm shall use commercially reasonable efforts to comply in all material respects with any service levels set forth in Schedule 2 ("**Service Level Agreement**"). Firm shall not be responsible for failing to meet a Service Level to the extent the failure is caused by County, a third party or a force or cause beyond Firm's reasonable control.

1.3. Rights of Firm. Firm shall be free to provide Services for others on an unrestricted basis. Firm may subcontract any portion of the Services so long as it provides the County with reasonable written notice, including, but not limited to, using third party server hosting services.

1.4. License Grant. If any Firm Software or Third Party Software (as those terms are defined in Section 2.1 below) is installed on hardware that is at the County's premises or is otherwise controlled by the County, then, subject to all of the terms of this Agreement, Firm hereby grants to County a limited, non-exclusive, non-sublicensable and non-transferrable license to access and use such Firm Software and Third Party Software during the Term of this Agreement, solely for the purposes of tax assessment and collection by or on behalf of County.

### 2. County Restrictions; Proprietary and other Rights.

2.1. Restrictions. County shall not, and shall not permit any third party to: (i) sublicense, resell, lease, transfer or assign to any third party the Services or any associated software owned by Firm ("**Firm Software**") or associated software owned by a third party ("**Third Party Software**"); (ii) duplicate, modify or make derivative works of any Firm Software or Third Party Software; or (iii) reverse engineer, decompile, disassemble, or translate any Firm Software or Third Party Software. County has no rights to the source code of the Firm Software or Third Party Software. County may not access the Services other than as expressly provided by Firm pursuant to this License Agreement. Access to the Services shall be limited by County to employees, contractors, consultants, representative or agents of County that are authorized by County to access and use the Services on County's behalf ("**Authorized Users**"). County shall be solely responsible for any activities that occur under its account with Firm, including the activities of its Authorized Users.

2.2. Data Rights. County grants Firm a royalty-free, non-exclusive, non-transferable, worldwide right and license to access and use in any media the data, information, trademarks and content of County ("**County Data**") to the extent Firm needs the County Data to provide the Services, to configure the format and other technical or display requirements of the Services, and to manipulate and display the County Data for processing transactions on behalf of County. The Services may be designed to collect transaction, connection and/or performance information for



use by Firm (“**Transaction Information**”). All County Data and Transaction Information: (i) is and shall remain the sole and exclusive property of County; (ii) shall not be used by Firm for any purpose other than the performance of its obligations and exercise of its rights under this License Agreement; and (iii) shall remain subject to all present and future legal requirements, including but not limited to the Texas Public Information Act.

2.3. Privacy Policy. County agrees that Firm and its affiliates may use any information County provides to Firm, including but not limited to, the County Data and Transaction Information for the purposes of this License Agreement and in a manner consistent with Firm’s then-current Privacy Policy as set forth at [www.acttax.com](http://www.acttax.com) which may be changed by Firm with reasonable notice. County agrees, however, that Firm is not responsible for any information County provides to third parties, and that the privacy policies, if any, of such third parties will govern the use and disclosure of such information.

2.4. Acceptable Use. County shall comply, and shall cause its Authorized Users to comply, with the then-current Acceptable Use Policy located at [www.acttax.com](http://www.acttax.com), as it may be modified from time to time, at Firm's sole discretion with reasonable notice (“**Use Policy**”). Firm shall notify County in writing of any Use Policy violation by County and County shall cure the violation within one business day of receipt of written notice of the violation. If the violation is by an Authorized User and the violation is not cured within this timeframe, County shall terminate that user's access to the Service. If County fails to terminate the access of any Authorized User that continues to violate the Use Policy, Firm shall have the right to terminate this License Agreement upon reasonable written notice to County. County shall comply with all written policies related to the Services that are published or reasonably communicated by Firm and all reasonable written directives provided by Firm with respect to use of the Services that are reasonably designed by Firm to ensure efficient operation of the Services.

2.5. Proprietary Rights of Firm. The Services, the Firm Software, the Third Party Software and any trade secrets, know-how, methodologies and processes, copyrights, trademarks, patents, trade secrets, and any other proprietary and intellectual property rights associated with or inherent in the Services, the Firm Software or the Third Party Software are and shall remain the sole and exclusive property of Firm and its third party licensors and shall not be used by County for any purpose other than the performance of its obligations and exercise of its rights under this License Agreement.

3. Relationship Management. Firm and County shall each designate a representative (a “**Relationship Manager**”) for this License Agreement. Each Party shall have the right to change its Relationship Manager or designate an alternate by providing written notice to the other Party.

4. Fees. County will pay no fees for the Services, except for any fees that are contemplated by Schedule 1 or otherwise contemplated by Section 10.2 of this License Agreement.

#### 5. Confidentiality.

5.1. Non-Disclosure Obligations. Except as is specifically required or permitted by this License Agreement, neither Party shall, without the express prior written consent of the other Party, redistribute, market, publish, disclose or divulge to any other person or entity, or use or

modify for use, directly or indirectly in any way for any person or entity: (i) any of the other Party's Confidential Information during the Term and for so long as such information constitutes Confidential Information (before or after the end of the Term); and (ii) any of the other Party's Trade Secrets at any time during which such information shall constitute a Trade Secret (before or after the end of the Term). The Parties agree that, during the Term and thereafter, each Party will hold Confidential Information and Trade Secrets in a fiduciary capacity for the benefit of the other Party and shall not (a) directly or indirectly use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose or cause to be disclosed, or otherwise transfer any Confidential Information or Trade Secrets of the other Party to any third party, or (b) utilize Confidential Information or Trade Secrets for any purpose, except as expressly contemplated by this License Agreement or authorized in writing by the other Party. Each Party will limit the disclosure of the other Party's Confidential Information and Trade Secrets to employees, contractors or agents with a need-to-know, shall notify its employees, contractors and agents of their confidentiality obligations with respect to Confidential Information and Trade Secrets and shall require its respective employees, contractors and agents to comply with these obligations. Each Party shall be liable for any breach by any employee, contractor or agent of the confidentiality obligations contained herein.

5.2. Trade Secrets. For purposes of this License Agreement the following terms shall have the following meanings: "**Trade Secrets**" shall mean information (including, but not limited to, confidential business information, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers or suppliers) that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Parties stipulate that the Services and the Firm Software and the Third Party Software and all intellectual property rights associated with those items shall constitute Trade Secrets of Firm and its licensors.

5.3. Confidential Information. "**Confidential Information**" shall mean, with respect to a Party, all valuable, proprietary and confidential information belonging to or pertaining to the Party that does not constitute a Trade Secret of the Party and that is not generally known by or available to the Party's competitors but is generally known only to the Party and those of its employees, contractors, clients or agents to whom such information must be confided for internal business purposes. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the recipient thereof without an obligation to maintain its confidentiality prior to receipt from disclosing Party; (b) is or becomes generally known to the public without violation of this License Agreement; or (c) is obtained by the recipient in good faith from a third Party having the right to disclose it without an obligation of confidentiality.

5.4. Required Disclosure. Notwithstanding the foregoing, either Party may disclose Confidential Information or Trade Secrets of the other Party in judicial or other government proceedings to the extent that the Party is legally compelled to do so, provided that the Party has notified the other Party in writing at least ten (10) days prior to disclosure and shall have used its best efforts to obtain, and shall have afforded the other Party a reasonable opportunity to

obtain, an appropriate protective or similar order providing for the confidential treatment of the Confidential Information or Trade Secrets required to be disclosed.

5.5. Injunctive Relief. Each Party acknowledges that any unauthorized disclosure or use of the other Party's Trade Secrets or Confidential Information would be likely to injure the other Party irreparably. Each Party acknowledges that its misuse or unauthorized disclosure of the other Party's Confidential Information or Trade Secrets shall entitle the other Party to injunctive or other equitable relief.

## 6. Representations and Warranties.

6.1. Firm Representations and Warranties. Firm represents and warrants to County that: (i) it will provide the Services in a manner consistent with reasonably applicable general industry standards; (ii) in providing the Services, it shall comply with all applicable Federal, state and local laws and regulations ("Laws") and shall obtain all required permits and licenses; and (iii) will update the Firm Software and the Service as necessary to comply with changes mandated by legislative changes to the State of Texas Property Tax Code and administrative directives issued by the Property Tax Division of the Comptroller's Office for the State of Texas.

6.2. County Representations and Warranties. County represents and warrants to Firm that: (i) the County Data does not and shall not infringe on or violate any third party's intellectual property or other proprietary rights; (ii) County owns the County Data or otherwise has the right to place the County Data on the Firm's infrastructure in connection with the Services and to view and access the County Data through the Services; (iii) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained by it in order for it to enter into and perform its obligations under this License Agreement; and (iv) in connection with its use of the Services, it shall comply with all Laws and shall obtain all applicable permits and licenses.

6.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENSE AGREEMENT, FIRM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY OF NON-INFRINGEMENT. FIRM DOES NOT WARRANT THAT: (a) THE SERVICES AND ANY RELATED SOFTWARE WILL OPERATE UNINTERRUPTED; (b) SERVICE OR SOFTWARE ERRORS CAN BE CORRECTED; OR (c) THE APPLICATIONS CONTAINED IN THE SERVICES OR SOFTWARE ARE DESIGNED TO MEET ALL OF COUNTY'S BUSINESS REQUIREMENTS.

6.4. Internet Delays. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. FIRM IS NOT RESPONSIBLE FOR, AND COUNTY RELEASES FIRM FROM, ANY DELAYS, DELIVERY FAILURES OR DAMAGES RESULTING FROM SUCH PROBLEMS.

## 7. Indemnification.

7.1. Firm Indemnity. Subject to Section 8, Firm shall indemnify and hold harmless County and any affiliated entities and their respective officers, directors, partners, employees, shareholders and agents against any damages awarded against the County by a court of competent jurisdiction in connection with a final judgment or ruling that the County's use of, or access to, the Services infringes a United States patent, copyright or trademark of the third party that is registered as of the date Firm provides County with the Services, provided, that: (a) County gives Firm prompt notification in writing of any such infringement claim specifying in reasonable detail the nature and all material aspects of the claim and reasonable assistance, at Firm's expense, in the defense of such infringement claim; and (b) Firm has the sole authority to defend or settle such infringement claim.

7.2. Indemnification Limitations. Firm shall have no obligation for any infringement claim arising out of or relating to: (a) use of the Services other than in accordance with the terms of this License Agreement; (b) any Third-Party Software associated with the Services; or (c) use of the Services in combination with any other hardware, software or other materials where absent such combination, the Services would not be the subject of the infringement claim.

7.3. Effect of Infringement Claim. If an infringement claim is established, (a) Firm may require County to discontinue use of the Services within a reasonable time and County shall comply with such requirement; and (b) Firm will, at its sole option, either (i) procure for County the right to use and exercise its rights with respect to the Services as provided in this License Agreement; or (ii) replace the Services with other non-infringing services or modify the Services to make it not infringing while retaining substantially similar functionality.

7.4. Exclusive Remedy. THE PROVISIONS OF THIS SECTION STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF FIRM AND ITS LICENSORS TO COUNTY, AND IS COUNTY'S SOLE REMEDY WITH RESPECT TO, ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT.

8. Limitation of Liability. EXCEPT FOR DAMAGES RESULTING FROM BREACHES OF SECTION 5, FIRM SHALL NOT BE LIABLE TO COUNTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR LOSS OF REVENUE, OR COMPUTER FAILURE. FIRM SHALL NOT BE LIABLE TO COUNTY FOR; (I) LOST DATA; OR (II) FAILURE TO REALIZE EXPECTED SAVINGS RESULTING FROM THE USE OF THE SERVICES, EVEN IF FIRM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES. IN ANY CASE, FIRM'S ENTIRE AGGREGATE LIABILITY UNDER ANY PROVISION OF THIS LICENSE AGREEMENT SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY COUNTY TO FIRM UNDER THE TERMS OF THE LICENSE AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS. NOTWITHSTANDING ANYTHING IN THIS LICENSE AGREEMENT TO THE CONTRARY, THIS SECTION SETS FORTH COUNTY'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.

9. Injunctive Relief. A material breach of Sections 2.1, 2.4 or 2.5 by County would irreparably harm Firm and, accordingly, County agrees that in the event of such a breach Firm shall be entitled to apply to a court of appropriate jurisdiction for injunctive relief, specific performance and/or, as the case may be, other interim measures, without the posting of any bond, to prevent or stop harm, including, but not limited to, harm relating to, trademarks, copyrights, patent rights, know-how, trade secrets or other intellectual property rights. These rights to injunctive relief are in addition to those rights specified in Section 5.5.

10. Term and Termination.

10.1. Term. The “**Term**” of this License Agreement shall be the same as the term of the Contract between the County and the Firm and this License Agreement shall run concurrently with such Contract.

10.2 Termination by County. County may terminate this License Agreement at any time with sixty (60) days written notice. Upon the expiration or termination of the Contract, the license granted herein and the terms of this License Agreement shall continue in effect and County may continue to use the Services, including any upgrades, modifications or subsequent versions for up to five (5) years by paying a monthly licensing and maintenance fee to the Firm of \$170,000, during which time the Firm shall implement changes into the Services to meet state mandated requirements as contained in the Tax Code; provided that, for clarity, the Parties acknowledge and agree that any Services provided following expiration or termination of the Contract pursuant to this Section 10.2 shall not include the provision by Firm of the ACT Dedicated Resources contemplated by, and defined in, Schedule 2 (Service Level Agreement). If County desires to continue the use of the ACT Dedicated Resources (as defined in Schedule 2), there will be an additional charge or, in the alternative, County can employ any or all of the ACT Dedicated Resources (as contemplated by Section 7.4 of Schedule 2).. It is understood that County has made no funds available to pay this monthly licensing and maintenance charge, and any such payments shall be at the option and discretion of County. Should the County opt not to make such a payment, the Firm’s only remedy shall be to terminate the license if County fails to make any payment within sixty (60) days after notice by the Firm that County has not made the payment and that the Firm intends to cancel the license. Under no circumstances shall County have any liability to the Firm for failure to pay license fees. If the County terminates this License Agreement, the County may purchase the hardware for its current market value; provided that, for clarity, County acknowledges and agrees that any purchase of the hardware does not include the purchase of any Firm Software or Third Party Software, even if such software is installed on such hardware at the time of the purchase.

10.3 Termination by the Firm. The Firm may terminate its duty to support the Services under the terms of this License Agreement and the Contract only if: (1) The Firm has terminated the support of the Services for itself and all other persons, (2) the Firm has provided County with two (2) years notice of such termination, and (3) the Firm has provided the source code for the underlying software to County, which shall then, at no cost to County, have full

ownership of the Services for all purposes without any restriction or obligation provided for elsewhere in this License Agreement, and County shall have such ownership in whole or in part and the right to grant licenses to use the Services to any person. County shall have the sole responsibility of any System update or support thereafter.

10.4 Survival. Termination or expiration of the Term does not terminate other provisions of this License Agreement that by their terms do not expire on termination or expiration of the Term.

## 11. Miscellaneous.

11.1. Independent Contractors. Nothing in this License Agreement or in the course of dealing between Firm and County shall be deemed to create between Firm and County (including their respective directors, officers, employees and agents) a partnership, joint venture, association, employment relationship or any other relationship other than an independent contractor relationship.

11.2. Use of County Name. Firm shall have the right to identify County as a Client of Firm as part of Firm's marketing efforts, including County lists and naming County in press releases.

11.3. Audit Rights. Firm shall have the right during customary business hours, upon reasonable written notice and at Firm's expense, to examine County's books and records and use of the Services in order to audit County's compliance with this License Agreement, solely as it relates to the Services and the use of the System by the Firm.

11.4. Waiver; Non-Waiver; Amendment. Failure by either Party to enforce any of the provisions of this License Agreement or any rights with respect to it or the failure to exercise any option provided under this License Agreement shall in no way be considered to be a waiver of that provision, right or option, or in any way affect the validity of this License Agreement. No waiver of any rights under this License Agreement, nor any modification or amendment of this License Agreement, shall be effective or enforceable, unless it is in writing and signed by each Party.

11.5. Force Majeure. Neither Party to this License Agreement, other than for payments due and payable, will be liable to the other for any failure or delay in performance under this License Agreement due to circumstances beyond its reasonable control including, without limitation, Acts of God, labor disruption, strikes, lockouts, riots, acts of war, terrorist threat, epidemics, communication line failures, power failures or government action.

11.6. Governing Law. This License Agreement shall be governed by the laws of the State of Texas without giving effect to any choice of law principles. The Parties hereby acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this License Agreement.

11.7. Assignment. Except as provided in this License Agreement, County may not assign or transfer any of its rights, duties or obligations under this License Agreement (whether

by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise) without the prior written consent of Firm and any assignment not in compliance with this Section shall be deemed void. Firm may assign or transfer its rights, duties or obligations under this License Agreement by giving the County reasonable prior written notice.

11.8. Notice. All notices or other communications under this License Agreement shall be given in accordance with the notice provisions of the Contract.

11.9. Severability. If any provision of this License Agreement is held invalid or unenforceable, the provision shall be deemed modified only to the extent necessary to render it valid or eliminated from this License Agreement, as the situation may require, and this License Agreement shall be enforced and construed as if the provision had been included in this License Agreement as modified in scope or applicability or not been included, as the case may be.

11.10. No Third Party Beneficiaries. This License Agreement inures to the benefit of Firm and County only and no third party shall enjoy the benefits of this License Agreement or shall have any rights under it except as is expressly provided in this License Agreement.

11.11. Headings. The headings preceding the text of the paragraphs of this License Agreement have been inserted solely for convenience of reference and neither constitute a part of this License Agreement nor affect its meaning, interpretation or effect.

11.12. Export Controls. County agrees to comply fully with all relevant export laws and regulations of the United States including but not limited to the U.S. Export Administration Regulations (collectively, “**U.S. Export Controls**”).

# SCHEDULE 1

## Fee Schedule

### Data Conversion/Taxing Entity Consolidation Fee

ACT will charge a “consultation” fee of \$5,000 to any taxing entity with fewer than 5,000 accounts that wishes to consolidate into the Harris County Tax Assessor-Collector’s Office (HCTO) and supplies its data to HCTO in a form that is directly importable into the ACT system and balances to the audit control. Entities with more than 5,000 accounts will incur a fee of \$.70 per account for those accounts over 5,000 in addition to the \$5,000 consultation fee. ACT shall publish specifications for the data content and format that require minimal processing on the part of HCTO or ACT. The consultation fee will include the “inspection” of the data received to ensure its integrity as compared to previously existing data within the Harris County database.

In addition, ACT agrees that it will provide turn-key data conversion services for any entity that wishes to consolidate into Harris County and which does not provide their data in the published formats and content description as published by ACT or does not balance to the audit control. ACT will charge a \$7,500 consultation fee for this service, plus \$1.00 per account for those entities which are submitted electronically in a form different from the ACT published format and content description for a total amount not to exceed \$100,000. ACT will charge a \$10,000 consultation fee, plus \$2.00 per account for the conversion of any entities submitted with total or partial paper records documentation, such service to convert the current year plus five years of history. The \$2.00 per account fee will be credited against the \$10,000 consultation fee.

<b>Interface Accommodation Fee</b>	
To provide processing of a litigation interface file containing litigation and bankruptcy statuses between the System and law firm delinquent tax system that does not use the standard System Interface Format promulgated by Harris County.	
School Districts with more than 100,000 accounts, payable quarterly	\$40,000 per year
Cities with more than 50,000 accounts, and School Districts with less than 100,000 accounts, payable quarterly	\$27,000 per year
Other jurisdictions (College District, MUD, ESD, etc.) with more than 100,000 accounts, payable quarterly	\$14,000 per year
All other entities, payable quarterly	\$7,000 per year
Interface Accommodation Charges shall not exceed 1% of the Current Year Tax Levy for the jurisdiction.	

Subject to the above guidelines, Harris County shall approve the final fee(s).

Harris County has not certified any funds to pay for Data Conversion/Taxing Entity Consolidation Fees or Interface Accommodation Fees as referenced in this Schedule. Any payment(s) to the



Firm for fees outlined in this Schedule shall be due and payable only after funds have been authorized for distribution to Harris County by the jurisdiction obtaining such services. Under no circumstances shall Harris County have any liability to the Firm for failure to receive compensation relating to any Data Conversion/Taxing Entity Consolidation or Interface Accommodation Fee.

**Billable Hourly Rate Fee Schedule**

ACT Change Requests determined to be billable as defined in Schedule 2, Service Level Agreement, will be charged at the following rates:

<u>Rate Classification</u>	<u>Hourly Rate</u>
Principal	\$195.00
Project Manager	\$150.00
Senior Analyst	\$115.00
Developer	\$95.00
Quality Assurance / Trainer	\$75.00
Mileage	IRS standard rate
Airfare	Actual Airfare
Per Diem	Actual Charges

## SCHEDULE 2

### Service Level Agreement

#### 1. INTRODUCTION

##### 1.1. Purpose and Objectives

This Service Level Agreement (the “Agreement”, “SLA”) is incorporated into the Contract between Linebarger Goggan Blair & Sampson, LLP (the “Firm”) and Harris County.

The purpose of the Service Level Agreement is to identify current and projected levels and qualifications of support staff, hardware and software components, systems support service levels including the roles, responsibilities and response times between Appraisal and Collection Technologies LLC and the Harris County Tax Assessor-Collector’s Office for change management, version control, security, problem source identification and resolution, break/fix, back-up/recovery and disaster recovery, help-desk, user training, system enhancements and development, system configuration and operations and system operations and upgrades.

Pursuant to the terms of the Contract, there is no charge to Harris County for any portion of the ACT System, including software and hardware that supports the Property Tax Collection Business Model.

##### 1.2. Definitions

“ACT” means Appraisal and Collection Technologies LLC, a wholly owned entity of Linebarger Goggan Blair & Sampson, LLP. All references to ACT herein include ACT personnel, onsite at HCTO or off-site, and ACT management.

“ASP” means Application Service Provider. The ACT system uses the ASP model to provide individual Tax Offices the benefit of software enhancements completed for all clients who belong to the ASP community. Variations in client program usage and operations are addressed through program client preferences.

The ACT system

“ACT System” or “System” means the Appraisal and Collection Technologies Tax Collection System, developed by ACT for use by a current tax office (software and hardware) including all upgrades and modifications. The ACT System Service Components are listed in Section L.

“ACT System Source Code” means the programs and database objects that make up the ACT System.

“ACT Dedicated Resources” means the ACT employees assigned specifically to support ACT’s Services to HCTO and housed within the HCTO facilities.

“Metrics” means the numeric criteria against which performance under this Agreement are to be measured.

“Client Manager” means the ACT resource responsible for managing the relationship between the client and ACT.

“Client Preferences” means those settings within the ACT System which can be managed by HCTO and serve to alter the ACT System’s behavior.

“Change Control Procedures” means the process to be followed when software or hardware changes are required to the ACT System.

“Code Freeze Period” means the time period during heavy payment processing, usually between the months of December through mid-February.

“Data Fix” means the insertion or correction of data directly in the Primary System via specialized tools. A Data Fix bypasses all ACT System controls, audits, and edits.

“DBA” means Data Base Administrator.

“Entitlements” means security settings within the ACT System that serve to enable a user to perform specific operations.

“Global Code Preferences” means those settings, which are configurable within the ACT System, but are intended to be managed by ACT and not HCTO.

“Hardware” means all hardware installed by ACT at Harris County facilities to operate the System. Harris County Tax Office has a dedicated hardware platform provided by ACT to support optimal system performance.

“HCAD” means the Harris County Appraisal District.

“HCTO ” means the Harris County Tax Assessor-Collector’s Office.

“HCTO EVAL” means that particular portion of the ACT System where HCTO testing data resides and is manipulated.

“Help Desk Services” mean the specified support services provided by ACT to HCTO to facilitate understanding in operating and executing the delivered Services.

“HPROD” means that particular portion of the ACT System where the HCTO live data resides and is manipulated.

“Normal Business Hours” means 7:00 AM to 5:30 PM Monday through Friday CST, except published HCTO holidays.

“Object Fix” means program code changes designed to create or alter the ACT System functionality.

“Peak Business Periods” means end of tax year processing periods, end of fiscal year processing periods, month end close processing periods, certified tax billing processing periods and any other time designated as critical by HCTO.

“PRC” means the internal ACT Problem, Request and Control system utilized to manage the software development life cycle. All Software Problems and Software Change Requests are entered into this system for resolution control.

“Primary System” means the HPROD portion of the ACT System.

“Problem Escalation” means the procedure for alerting and notifying increasingly senior members of ACT of the non-resolution of problems.

“Problem Management” means the procedures for providing support and problem resolution services to HCTO.

“Problem Priority” means the method used to define the urgency of a reported issue or change.

“Property Tax Collection Business Model” means the current and historical property tax collection methodology used to process data and report at the property tax account, property tax year and taxing jurisdiction level pursuant to CAD certification procedures.

“Services” mean the work that ACT performs for HCTO.

“Service Availability” means the times and periods that ACT will make their Services available to HCTO.

“Service Component” means a divisible and identifiable part of the overall Services to be delivered.

“Service review meetings” mean regular meetings that are held between ACT and HCTO specifically to discuss issues arising from the delivery of the Services including the performance of the Service delivery.

“Software Change Request” means new system design to support business requirements not currently supported by ACT System functionality.

“Software Problem” means existing ACT System functionality not working as it was originally intended to function as documented in the ACT User Manual.

“Specialized ACT Resources” means those ACT resources that possess unique technical or business knowledge skills and contribute to the Services of all ACT Clients other than the ACT Dedicated Resources.

“Standby System” means the copy of HPROD that is replicated at the ACT Disaster Recovery Site.

“System Availability” means the ability of HCTO to process transactions and access data.

“Test System” means an environment where user testing can occur without impact to the Primary System.

“ACT User Manual” means a set of instructions designed to teach persons to use the ACT System and as used herein refers to those instructions embedded within the ACT System contained help functionality.

## **2. SCOPE OF WORK**

### **2.1. Services**

Services to be delivered are detailed in Section A.

### **2.2. Services Availability**

The availability, operational reliability, and response times of the Services to be delivered and disaster recovery procedures are set forth in Section B.

### **2.3. Changes to Services**

Change Control Procedures are described in Section C.

## **3. PERFORMANCE, TRACKING AND REPORTING**

### **3.1. Key Personnel Changes**

ACT will notify HCTO at least three (3) days in advance of changes to any ACT Dedicated Resources that could potentially affect the delivery of Services to HCTO.

### 3.2. Services Delivery Monitoring

The methodology to be used to monitor Services Availability is set forth in Section D.

### 3.3. Services Level Reporting

The content and schedule of Services Level reports are set forth in Section E.

### 3.4. Services Review Meetings

Services review meetings to discuss such items as Services performance levels, Software Problems, proposed Software Change Requests and administrative issues will be held on an as-needed basis with ACT at HCTO. Unless otherwise directed by HCTO, these meetings shall occur no less frequently than quarterly when there are open work orders; otherwise at least annually.

## **4. PROBLEM MANAGEMENT**

### 4.1. Help Desk Services

Section F provides information on ACT's Help Desk Services and support procedures.

### 4.2. Problem Escalation & Priority Resolution

Section G details the Problem Escalation procedure. Section H details Software Problem definitions and resolution time frames. Section J contains a sample of ACT's Software Problem resolution request form.

### 4.3. Data Backup & Retention

Section I details ACT's System backup and retention policy for HCTO data.

### 4.4. Contact Information

Section K offers contact information on ACT personnel.

### 4.5. ACT System Service Components

Section L itemizes the ACT System Service Components.

### 4.6. Billable Rate Fee Schedule

Section M details the fee schedule for billable work performed by ACT on behalf of HCTO.

## **5. HCTO DUTIES AND RESPONSIBILITIES**

5.1. HCTO will ensure that ACT has timely access to appropriate HCTO personnel and will arrange for ACT to have suitable and safe access to the HCTO facilities and systems, including suitable on-site office space and associated resources.

HCTO will ensure that ACT has timely access to any areas where ACT equipment (including peripheral hardware or connections) is housed to ensure agreed upon levels of service.

HCTO authorizes ACT to upgrade the office space occupied by ACT in the HCTO Office if HCTO opts not to provide such amenities. All such upgrades must be approved by HCTO.

## **6. SECTIONS**

- Section A Services
- Section B Services Availability
- Section C Change Control Procedure
- Section D Services Monitoring and Performance Measurement
- Section E Service Level Reporting
- Section F Support and Help Desk Services
- Section G Problem Escalation
- Section H Software Problem Priority Resolution Matrix
- Section I System Backup
- Section J Problem Report and Correction Form
- Section K ACT Production Support Contact Information
- Section L ACT System Service Components
- Section M Billable Hourly Rate Schedule

## **7. SECTION A SERVICES**

Section A provides a detailed list of the Services that are to be delivered to HCTO. Also identified are HCTO responsibilities to receive these Services.

HCTO owns and shall maintain exclusive control of all of its records stored in the ACT System including data imported from external sources. ACT has no rights to HCTO data but may gain access by complying with established Open Record Request procedures directed to the HCTO Public Information Officer.

HCTO will provide access to necessary resources and information in a timely manner to support ACT in delivering these Services.

#### 7.1. ACT Responsibilities

ACT shall provide technical and analytical support for processing and reporting performed in any ACT System Service Component installed at HCTO during the term of the Contract.

Current Business Areas include:

- a) Assessment & Freeze Processing
- b) Current and Delinquent Billing
- c) Electronic Batch & Online Payments
- d) Reversals and Transfers
- e) Special Transaction Processing, i.e. agricultural-rollbacks, returned items and pro-rations
- f) Batch & Online Receipting
- g) Refund Processing & Check Generation
- h) Collection & Monthly Reporting
- i) Jurisdictional Disbursement Processing
- j) Litigation Status Management
- k) Certified Tax Year and Annual Fiscal Rollover
- l) Hotel Filings & Payment Processing
- m) Special Inventory Tax Filings & Payment Processing
- n) Permit Collections & Reporting
- o) In-bound and Outbound Data Exchange
- p) Master Data & Client Preference Maintenance
- q) User Security Management
- r) And any other processes or functions performed in ACT not itemized above

#### 7.2. ACT Supplied Hardware and Third Party Software

The ACT System will be maintained pursuant to this Schedule and any amendments thereto, and shall be sufficient to satisfy the following minimum requirements:

- a) ACT System sized to handle 200% of the Appraisal Districts number of accounts and jurisdictions collected by the Harris County Tax Office.



- b) CPU sized at level that supports the average lookup time of 1-2 seconds between the database and the application server.
- c) Hardware maintained and upgraded as needed to meet business processing and reporting needs as specified by the Harris County Tax Office.
- d) Disk drives sized to at least 1.5 times the base data at all times during the term of the Contract.
- e) ACT System updated and maintained for all legislative changes.
- f) ACT shall provide and maintain three current technology (3) high speed printers.
- g) The Firm shall maintain the existing database server (T4-2), application server (T4-1), disk storage solution, Network Appliance and Media Backup solution. The Firm shall adhere to County ITC guidelines with respect to cabinet racking solution. The Firm shall be responsible for those maintenance costs associated with power circuits and cable pulls in the Harris County ITC necessary to connect this equipment.
- h) ACT will be responsible for maintaining all Oracle components including product upgrades.
- i) ACT will manage, acquire and administer all licenses and maintenance agreements related to the Oracle software toolset and ACT related hardware.
- j) ACT will maintain the current level of hardware infrastructure and backup equipment to minimize downtime to HCTO.
- k) ACT will maintain hardware infrastructure for that hardware provided by ACT and the broadband connection between the hardware and the ACT facilities. HCTO will be responsible for the maintenance of all other hardware owned by HCTO and peripheral devices used by the ACT System throughout HCTO operations. The management and maintenance of the HCTO network and servers will be the responsibility of Harris County in conjunction with HCTO.
- l) ACT will maintain a current industry standard Systems and Organizational Controls audit certification to be performed by an independent auditing firm. HCTO will provide and maintain a suitable environment to install and operate the ACT System.

### 7.3. ACT Help Desk

ACT shall maintain and manage a Help Desk to support users at HCTO. Hours of operation will reflect current and future HCTO hours of operation.

### 7.4. ACT Dedicated Resources

The Firm shall provide eight (8) full-time technical staff to be located at HCTO during business hours. Staff, in the quantity noted below, should be capable of fulfilling duties associated with the following positions: Project & Client Manager (1); Technical Lead/DBA (1); Developers (4); and Business Analysts (2). Each staff member must meet the approval of HCTO before being placed on-site. At the end of the Contract term, HCTO may, at its sole discretion and without interference from the Firm, employ any or all of the technical staff.

#### 7.5. Consolidation of New Jurisdictions

ACT will provide the necessary software and hardware (System) modifications to support the collection of ad valorem taxes for new jurisdictions consolidating into the HCTO. ACT will perform data conversion activities in conjunction with HCTO resources. ACT agrees to perform all necessary data conversion at a cost not to exceed the amount reflected in the Contract (Schedule 1 - Fee Schedule).

ACT may bill additional annual charges for a new jurisdiction, which uses or whose tax collection attorneys use a delinquent tax software system that does not presently interface with the ACT System, at a cost not to exceed the amount reflected in the Contract (Schedule 1 - Fee Schedule).

#### 7.6. System Modifications

HCTO will make any request for System modifications in writing with sufficient specificity to identify details of the change and the reason the change is necessary or desirable. The Firm shall perform no work on the proposed changes prior to approval by HCTO. If, at some point, Harris County requests system modifications not supported within the current Property Tax Collection Business Model, and if, after evaluation of the request, ACT cannot accommodate that change within the ASP software model, Harris County has the option to break away from the ASP community creating an independent system foregoing all benefits of the ACT ASP shared community. Harris County would then be responsible for all resource application code support costs incurred outside of the Harris County specific ACT team. Fees would be charged using the published billable rate schedule as defined in Section M of this Service Level Agreement.

As administrator of this Contract, the County Attorney reserves the right to request modifications, subject to agreement and approval of HCTO, as provided for above, in instances where modifications are necessary for the proper administration of the Contract.

As requested by HCTO, ACT shall work with HCTO to implement other ACT System Service components offered by ACT not currently installed at HCTO.

ACT will maintain core development of application fixes and enhancements to the ACT System Service Components.

Reports used across clients developed within the ACT System will remain the responsibility of ACT.

HCTO will develop and maintain user requested reports using an ad hoc reporting tool provided and licensed by ACT. ACT will be available to aid in this effort as needed. Joint HCTO and ACT report development using an ad hoc reporting tool will be mutually agreed upon in advance by both parties.

ACT System Object Fix(es) and System Enhancement(s) will be moved into the Test System on a regular interval throughout the year. Migrations of HCTO approved ACT System changes to the Primary System will occur after Normal Business Hours on an agreed upon day of the week throughout the year. These code migrations will occur during the year outside the designated Code Freeze Period.

Emergency migration of ACT System Object Fix(es) and Enhancements to the Primary System will occur occasionally throughout the year and will be scheduled by mutual agreement of HCTO and ACT.

#### 7.7. System Configuration Management

ACT shall maintain distribution rules, rates and commissions as follows: HCTO will deliver to ACT complete data for all changes in writing. These changes will then be inserted into the ACT System by ACT and approved by HCTO before production usage.

ACT shall manage Global Code Preferences used throughout the ACT System.

ACT will provide support to aid HCTO in performing business requirements analysis and assisting in the specifications documentation of Software Change Requests.

ACT shall manage on-line system change request documentation. HCTO approved requested updates shall be provided to ACT in writing (See Section J). While ACT cannot guarantee incorporation of all requested documentation changes into the ACT System, each written request will be addressed in writing within a timely manner. (See Section H for response time.)

#### 7.8. Security Administration

ACT shall add and maintain any HCTO required security roles based on specifications supplied by HCTO for the ACT System.

HCTO shall setup and maintain User IDs for the ACT System. HCTO, or ACT, upon direction from HCTO, shall assign users to roles.

HCTO shall assign Entitlements to users for the ACT System.

As ACT enhances front-end security functionality to allow for HCTO personnel to assume more security related responsibilities, HCTO shall assume these responsibilities, with ACT training and / or assistance as needed.

ACT shall support HCTO in its migration to new features of security offered by ACT, but not yet implemented at HCTO.

#### 7.9. ACT System Source Code Escrow

ACT shall provide HCTO current installation guidelines and ACT System Source Code updates twice a year. HCTO will only utilize this code in the event that ACT becomes insolvent and unable to perform the Services described herein.

#### 7.10. Training

ACT shall provide continuing product training as requested by HCTO. ACT System training will be performed at HCTO. To ensure effective training, coordination of dates and class size will be agreed upon in advance by ACT and HCTO. HCTO will provide facilities and required equipment to support training.

Unless otherwise agreed between the parties, third party vendor training for HCTO is the responsibility of HCTO.

### **8. SECTION B SERVICES AVAILABILITY**

Section B provides a list of the times and periods when the ACT System will be available to HCTO.

Access to the ACT System should be available at all times except when essential maintenance to hardware or software is required. If it becomes necessary to interrupt service during Normal Business Hours, prior notification to and approval from HCTO is required unless the situation is critical in nature and could cause more damage if not handled immediately. As much as possible, interruptions will be scheduled to minimize any impact on users.

#### 8.1. System Availability

ACT commits to 99% ACT System. Upon request, ACT shall provide monthly reports summarizing System Availability and downtime using ACT provided system utilities. ACT will notify HCTO of any unscheduled outage and resolve the issue as quickly as possible.

#### 8.2. ACT Personnel Availability

HCTO will provide ACT reasonable notice when ACT support is required outside Normal Business Hours. ACT will provide support as required under these situations. When a critical issue continues outside Normal Business Hours, appropriate ACT support shall continue uninterrupted until the issue is resolved.

### 8.3. Scheduled System Downtime

Scheduled downtime will be conducted outside Normal Business Hours and Peak Business Periods.

Scheduled downtime will occur on a weekly basis on Mondays from 5:00 AM – 5:30 AM CST. This scheduled downtime is required to conduct a weekly cold backup of the production database. Timing for this weekly backup is subject to change by agreement between ACT and HCTO.

Planned downtime outside the Scheduled System Downtime may be necessary. ACT shall provide four (4) days advance written notice to HCTO, unless the maintenance is deemed critical to system stability. A mutually agreed upon down time shall be determined to minimize disruption to HCTO operations.

If HCTO requires System Availability during ACT Scheduled System Downtime, HCTO shall provide ACT with four (4) day advance written notice. ACT shall strive to fulfill these requests.

### 8.4. Unplanned System Downtime

Upon identification or notification by HCTO of an unscheduled event that reduces System Availability, ACT shall begin problem source identification and troubleshooting the problem within a 15-minute timeframe. ACT shall use all means at its disposal to keep HCTO updated as to the status of the problem and the estimated time of the return of System Availability.

### 8.5. Back-Up Procedures

Backup procedures are defined in Section I.

### 8.6. Disaster Recovery / Hardware Failure

**Physical Redundancy:** HCTO's Primary System is replicated at the ACT Disaster Recovery Site (Standby System).

**Power Redundancy:** Harris County is responsible for providing power to the Harris County facilities and all equipment housed within it. Harris County shall provide temporary supplemental power to allow the ACT System to power down gracefully via Uninterruptable Power Supplies (UPS) should there be a power failure in the facility.

HCTO has the option to direct ACT (see Section H) to begin fail-over procedures to the Standby System.

Once the defect is cured on the Primary System, ACT will have 48 business hours to restore Services on the Primary System by reloading its data from the Standby System.

A fail-over to the Standby System will be initiated and managed by ACT. ACT will work to re-route HCTO to the Standby System. HCTO will provide technical assistance as needed.

ACT shall support HCTO in disaster recovery testing to be conducted on an annual basis or at a frequency determined by HCTO.

## 8.7. Disaster Types

**Level 1 Disasters** are defined as having low data impact, possibly high operations impact, but no continuity issues. These disasters do not put data that is on the database at risk. Level 1 disasters include:

**Failure of the Router:** ACT will troubleshoot and if it is determined that a new router is necessary, one of ACT's backup routers will be dispatched with an appropriately trained technician to install the new equipment.

**Level 2 Disasters** are defined as having medium to high data impact, possibly high operations impact, and potential continuity issues. ACT will focus to minimize data loss. Level 2 disasters include:

**Failure of the main HCTO Oracle database server or failure of the database storage server.** Should a total failure of the database or storage server occur, the un-posted Data Guard logs would be posted to the Standby System that would become the Primary System. HCTO would begin to receive Services from the Standby System.

**Failure of an application server.** There are two application server instances that facilitate HCTO access to the Primary System. If one instance fails, the user would be required to restart the application which would redirect the user to the other application server instance.

**Level 3 Disasters** are defined as having high data impact, high operations impact and business continuity issues. Level 3 Disasters include: Major damage/loss of building and infrastructure, chemical or biological incident that makes the building inhospitable to employees, and a meteorological event that makes access to the building impossible for employees.

Whenever HCTO cannot obtain Services from the Primary System and determines that continued attempts to cure the cause of the Service interruption is not in HCTO'S best interest, ACT will utilize the Standby System to continue Services to HCTO.

## 8.8. Disaster Recovery Plan Document

ACT will propose and document, subject to HCTO approval, an annual (or at a frequency determined by HCTO) Disaster Recovery Plan.

## **9. SECTION C CHANGE CONTROL PROCEDURES**

Section C provides information on the change control procedures to be followed for Software Problem or HCTO requested change to the ACT System.

### **9.1. Software Design Change Requests**

HCTO Software Change Requests shall be delivered to ACT in writing for consideration. (See Section J)

HCTO shall provide a written specification identifying details of the requested change and reason for the change. HCTO shall make itself available to discuss the requested change.

ACT shall evaluate the Software Change Request and perform a cost benefit impact analysis considering the HCTO requirements as well as the impact on other ACT clients. ACT may share Software Change Request information with other clients.

If impact analysis yields a potential conflict with other clients, ACT will work with HCTO (and all clients) to resolve in a mutually beneficial manner.

After HCTO and ACT approve a Software Change Request, a target availability date will be scheduled that is agreed upon by parties and takes into consideration development and internal test timeframes.

After ACT develops and internally tests a System Enhancement as necessary to meet the objectives of the Software Change Request, ACT will migrate the code change to the Test System as part of the regression cycle, or if required, via Emergency Migration procedures. HCTO will have the opportunity to test the code change.

If an Enhancement involves a HCTO specific object, for example, a tax statement, testing is limited to HCTO.

HCTO has the right to test any Enhancement and provide written test results to ACT in three (3) business days.

If HCTO identifies a problem with the Enhancement, ACT will remediate the code and re-test before re-migrating it to the Test System.

If new requirements are identified during testing of an enhancement that were not in the original request scope, a new Software Change Request will be required and a new schedule of development will need to be discussed and agreed upon.

Once HCTO verifies that the Software Change Request performs as expected, including

successful execution of relevant transactions in the Test System to ensure no corruption of non-related functions, upon approval from HCTO, ACT shall migrate the Object Fix/Enhancement to the Primary System.

HCTO will have the option to test all program changes before migration to the Primary System.

The ACT System warranty shall extend to all additions and modifications to the ACT System by ACT unless the modification has been requested by HCTO and ACT has advised against the modification because of associated risks in so doing.

## 9.2. Software Problems

HCTO shall provide ACT detailed information when reporting a Software Problem. Examples of relevant information include the date and time the problem occurred, a detailed description of the issue in terms of impact on business processing, the steps performed within the ACT System when the error occurred, system error message information and the user ID operating the system. This information will be captured using the PRC form or a document template of similar nature which must be approved by HCTO. (See Section J.)

Software Problems will be assigned a priority by HCTO and resolved within the timeframe outlined in Section H.

Once ACT develops and internally tests the Object Fix, ACT will migrate the update to the Test System. Within three (3) days of migration to the Test System, HCTO shall send written verification that the Object Fix is operating as needed. Upon written authorization by HCTO, ACT shall migrate the Object Fix to the Primary System.

If continued Software Problem(s) are identified with a particular Object Fix, ACT will correct and re-test before migrating the Object Fix back to the Primary System.

If an Object Fix involves a HCTO specific object, for example, a tax statement, testing is limited to HCTO.

If a Software update is rejected by HCTO, the application code will not be migrated to the Primary System. A PRC will be initiated on behalf of HCTO in ACT's PRC system to track a solution that will meet HCTO needs and minimize code deviations across HCTO and other client environments.

## 9.3. HCTO Testing Timeframe

Time is of the essence in resolving Software Problems. HCTO will test program updates in the Test System according to the HCTO test plan in accordance to the timeframes listed below:

Software Problem: three (3) working business days.



Software Enhancement (Change Request): three (3) working business days, unless otherwise agreed upon by HCTO and ACT.

ACT shall migrate Object Fixes, Enhancements or Data Fixes to the Primary System only with approval from HCTO.

ACT shall migrate Object Fix(es)/System Enhancements to the Test System bi-weekly on Monday nights. HCTO shall be provided three (3) days to test, i.e. Tuesday through end-of-day Thursday. HCTO shall notify ACT in writing of a defect in any PRC by 4 PM Thursday. Once HCTO approves the Object Fix(es)/System Enhancements, ACT shall migrate these changes into the Primary System on Thursday evenings. Exceptions to this practice would occur if HCTO generated a high priority request handled through Emergency Migration procedures.

## **10. SECTION D SERVICE MONITORING AND PERFORMANCE MEASUREMENT**

Section D provides detailed information on the monitoring of Services delivered to HCTO. This section also details the Metrics and other means to be applied to measure the performance of the Services delivered.

### **10.1. Performance Monitoring**

ACT shall have tools in place to analyze performance issues.

HCTO users who experience ACT System performance issues shall report such issues to HCTO and ACT. ACT shall investigate reported performance issues. If the problem is identified as an ACT issue, performance tuning results and targets will be reviewed and approved and Object Fix(es) made as necessary.

If, after ACT investigation, ACT believes the underlying cause of the issue originates with HCTO, the issue shall be turned over to HCTO for further review or jointly reviewed by ACT and HCTO.

Parties will review any non-compliance with performance expectations.

### **10.2. Software Problems**

ACT commits to deliver within the specified timeframes. Section H outlines the delivery timeframe for Software Problem resolution. Processes covered under each Problem Priority level are outlined in Section H of this Agreement.

HCTO will provide appropriate and timely information to support ACT problem resolution

efforts and timeframes listed in Section H.

### 10.3. Software Enhancements

ACT commits to deliver within the agreed upon target dates associated with Software Change Requests. Deviation from the agreed upon target date must be justified in writing.

### 10.4. Hardware Failure

Timeframes for recovery in the event of hardware failures are specified in Section B.

### 10.5. Remote Access to System

ACT cannot guarantee performance or response times on network links for which ACT has no control. As such, ACT does not guarantee response time performance Metrics for remote users, i.e. those defined as users accessing the System outside the HCTO network. HCTO Branches are considered inside the HCTO network.

## **11. SECTION E SERVICE LEVEL REPORTING**

Section E provides information on the service level reporting provided by ACT.

### 11.1. Reporting

Within five (5) days of the close of the previous month, ACT shall provide HCTO a summary listing of all open work orders (PRCs) including Software Problems, Software Change Requests and performance or hardware issues.

The report shall identify:

1. PRC identification number
2. PRC reported date
3. Original and current problem target completion date
4. Problem description
5. Current PRC status
6. Completion date

### 11.2. PRC System

ACT and HCTO shall use ACT'S PRC system to manage and report Software Problems, Software Change Requests and Data Fix(es). PRC reports shall be updated and enhanced periodically by agreement of the parties.

### 11.3. Other Reports

ACT and HCTO shall agree to other reporting requirements as needed.

## **12. SECTION F SUPPORT & HELP DESK SERVICES**

Section F provides information on the Support & Help Desk Services available from ACT.

### 12.1. Notice of Personnel Change

ACT will notify HCTO at least three (3) days in advance of changes to any ACT Dedicated Resources that could potentially affect the delivery of Services to HCTO.

### 12.2. ACT Resources

ACT will support HCTO with the ACT Dedicated Resources as defined in the Service Level Agreement (SLA). Specialized ACT Resources will be made available as necessary to maintain the Services.

### 12.3. Problem Reporting

HCTO shall communicate ACT System issues pursuant to internal HCTO procedures. At the option of HCTO, these issues will be presented to ACT via a work order. The work order will contain the problem description, who reported the issue and contact information, resolution priority, requested target resolution date and backup documentation. ACT will review the work order for completeness and assess the target date for feasibility. Once this process is complete, the unit of work will be assigned a PRC identification number, discussed in ACT's daily operational meeting, and sourced to an ACT resource for completion.

If a Data Fix is requested, HCTO shall submit a work order to ACT with a proactive request for the Data Fix from an authorized HCTO resource. If this is not the case, and a Data Fix is deemed necessary, ACT must have written approval from an authorized HCTO resource before a Data Fix will be made to the Primary System.

For smaller (fewer than 15 minutes), non-critical type requests, such as cancelling a scheduled production job, HCTO may submit an oral request to ACT. This type of request does not require backup documentation, a work order, or a PRC.

Critical priority items (i.e. AAA as defined in Section H) that affect System Availability or cause processing delays shall initially be directly communicated (verbally) by HCTO to ACT. A PRC will be generated by ACT to track the issue. HCTO will subsequently send a documented work order for audit purposes.

### 12.4. Service Delivery

ACT Dedicated Resources provide Services to HCTO in a multitude of ways including answering application questions and assisting with production processing/production support. ACT also provides full life cycle development services, i.e., business requirements definition, design and development, testing and project management.

ACT will be available outside Normal Business Hours to perform emergency production support services. Contact information for ACT will be provided to HCTO.

### 13. SECTION G PROBLEM ESCALATION

Section G provides information on the Problem Escalation procedures associated with the Services.

#### 13.1. Notification

ACT shall be notified of all Software Problems via submission of a work order. This is necessary to log and track all issues for prompt resolution.

#### 13.2. Status Reporting and Escalation

ACT shall contact HCTO with a status update on a regular basis, at minimum every two (2) hours, during periods when System Availability is reduced. In the event that an incident is not being resolved within the agreed timeframes, escalation procedures are outlined below.

ACT’s Problem Escalation process assigns timeframes to contact varying levels within ACT based on the severity of the problem and the amount of time the issue remains unresolved.

The Escalation Matrix outlined below shall apply when ACT exceeds the expected resolution timeframes outlined in Section H. Resolution timeframes below are measured in hours and business days.

<b>Problem Level</b>		<b>Position 1 (Technical or Client Manager)</b>	<b>Position 2 (ACT Vice President)</b>	<b>Position 3 (Chief Executive Officer)</b>
Priority AAA		15 minutes	4 hours	1 day
Priority AA		1 days	2 days	5 days
Priority A		5 days	10 days	15 days
Priority B / Enhancements		10 days	20 days	30 days

### 14. SECTION H PROBLEM PRIORITY RESOLUTION MATRIX

Section H provides information on the Problem Description and Issue Resolution process to be applied to the Services.

14.1. Default Resolution

For a Software Problem identified as critical that cannot be cured within the specified time frame below, ACT shall revert to the last known working production version of that code.

14.2. Standard Resolution

HCTO may elect to revert to the last known production version of working code depending on critical business needs including, but not limited to, end of tax or fiscal year, month end close, and billing periods. ACT shall then:

- 1) Revert to the last known working production version of that code within four (4) hours of notice, if the problem did not exist in a prior version; or
- 2) Require the full 72 hours for development cycle to complete, if the Software Problem exists in all versions.

While ACT has 48 hours to resolve hardware issues as detailed below, ACT shall failover to the Standby System in a shorter timeframe as requested by HCTO.

Resolution timeframes described below are measured in hours and business days unless otherwise noted.

Priority	Resolution Timeframe (or as noted above)	Business Process Scope / Impact	Resolution Timeframe Calculation
Priority AAA Critical – Hardware	48 hours	a) Hardware/database/NetApp failure. -A work-around does not exist.  -Process delays are not acceptable.	<b>Start Time:</b> Within 15 minutes of notification to ACT on-site Support/Help Desk.  <b>End Time:</b> Introduction of fix to the production environment.
	72 hours	a) Posting of payments. b) Generating receipts. c) Generation of bills.	<b>Start Time:</b> Within 1 hour of notification to ACT on-site Support/Help Desk.

Priority AAA Critical - Software		<p>d) Disbursement of funds.</p> <p>-A work-around does not exist.</p> <p>-Process delays are not acceptable.</p>	<p><b>End Time:</b> Introduction of fix to the test bed environment.</p>
Priority AA High	10 days	<p>a) Generation of refunds.</p> <p>b) Processing of CAD data.</p> <p>c) Posting of transfers &amp; returned items.</p> <p>d) Monthly closeout.</p> <p>-A work-around may be available, but it is time intensive, or no work-around exists.</p> <p>-Process delays likely.</p>	<p><b>Start Time:</b> Within 3 days of notification to ACT on-site Support/Help Desk.</p> <p><b>End Time:</b> Introduction of problem to the test bed environment.</p>
Priority A Medium	30 days	<p>a) Cosmetic change to external reports or documents.</p> <p>b) Other items not listed above will be jointly defined by HCTO and ACT.</p> <p>-A feasible work-around is available to be performed on a limited basis.</p> <p>-Minimal process delays when work-arounds are in place.</p>	<p><b>Start Time:</b> Case by case basis - dependent on complexity of issue.</p> <p><b>End Time:</b> Introduction of problem to the test bed environment.</p>
Priority B Low	60 days	<p>a) Cosmetic change to reports or documents.</p> <p>b) Other items not listed above will be jointly defined by HCTO Management and ACT Group.</p>	<p><b>Start Time:</b> Case by case basis - dependent on complexity of issue.</p> <p><b>End Time:</b> Introduction of fix to the test bed environment.</p>

		-A feasible work-around is available.  -No process delays.	
Enhancements	Case by Case Basis	-HCTO and ACT will mutually agree upon enhancement priority and delivery dates.	<b>Start Time:</b> Case by case basis - dependent on complexity of change request.  <b>End Time:</b> Introduction of change to the test bed environment.

## 15. SECTION I SYSTEM BACKUP

All data shall be kept on the Primary System and shall be available on-line. When backup copies are made, they serve as a snapshot of the entire database. Each additional backup contains the previous history in addition to any changes to data since the prior backup. This procedure is in compliance with the State Comptroller's "Retention Section For Records Common to All Local Governments", Part 5: Electronic Data Processing Records. Should the Comptroller's requirements change, record retention schedule will be modified to remain in compliance with the State Comptroller's guidelines.

The schedule outlined below may be modified upon agreement between the parties.

### 15.1. Daily backups

Server: Oracle DB Storage Server (Primary System)  
Type: Full backup  
Schedule: Monday: 5:00 am (cold backup snapshot)  
Tuesday – Saturday: 5:00 a.m. (hot backup snapshot)  
Monday – Saturday: 9:00 p.m. (snapshot backup to tape)  
Contents: Production Environment for TCS, Tax Ledge, SIT, Permits and Hotel:  
All Data, Archive Logs, and Bin Directories (programs and software on database server)  
Media: Disk & Tape (copying snapshots to tape media)  
Retention: 30 days

Server: Oracle DB Server; Oracle APP Servers  
Type Full & Incremental Backup

Schedule: Full Backup – Friday – 9:00 p.m.  
Incremental Backup – Monday – Thursday – 9:00 p.m.  
Contents: Operating System, Program files, Scripts, etc.  
Media: Disk  
Retention: 30 days

### 15.2. Monthly Backups

Server: Oracle DB Storage Server (Primary System)  
Type: Full Backup  
Schedule: Morning of the first business day of the new month prior to HCTO business hours. Monthly backups shall occur at 1:00 am. Should this conflict with another backup scheduled for that day, the monthly backup shall begin after the first backup is complete.  
Contents: 1) Production Environment for TCS, Tax Ledge, SIT, Permits and Hotel on Oracle DB Storage Server  
2) SPOOL (USR2SPOOL) & IMAGES (USER2HCTAX) volumes on Oracle DB Storage Server  
Media: Tape  
Retention: 12 months

### 15.3. Standby System

Server: Oracle DB Storage Server  
Type: Full Backup  
Schedule: Monday: Weekly 1:00 a.m. (cold backup snapshot)  
Contents: HCTO Production Environment data for TCS, Tax Ledge, SIT, Permits and Hotel  
Media: Disk  
Retention: 30 days



### 16. SECTION J PROBLEM REPORT AND CORRECTION FORM

Section J contains ACT's standard form to report problems and request fixes.

TITLE:		PRC#:	
Functional Area:		Date:	
Originated By:			
Contact Number:		Email:	
Reports/Screens/Notices Affected:			
Priority:	<input type="checkbox"/> Critical	<input type="checkbox"/> High	<input type="checkbox"/> Nice to Have
When Required:	Development Start:	Test Date:	
Report/screens/technical description attached?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Path to Screen/report:			
Brief Description of Requested Change			
Risk Factors to be Considered:			
Resource Name:		Estimated Hours:	
Approvals			
ACT	Date	Client - Location	Date

## **17. SECTION K ACT PRODUCTION SUPPORT CONTACT INFORMATION**

ACT shall provide HCTO an updated list of Dedicated Resources with contact information. ACT shall provide HCTO with contact information for Senior ACT management as well as the Firm's Capital Partner in charge of the HCTO account.

## **18. SECTION L ACT SYSTEM SERVICE COMPONENTS**

This section describes the Service Components of the ACT System.

- 18.1. Base Tax Collection System
  - Billing
  - Collections
  - Records Maintenance
  - Reports and Correspondences
  
- 18.2. Taxledge System
  - Refund Check Processing
  - Disbursements
  - Bank Reconciliation
  
- 18.3. Special Inventory Tax System
  - Escrowing and Billing
  - Collections
  - Reports and Correspondences
  - Integrated with Taxledge to Process Disbursements
  - Portal
  
- 18.4. Licensing and Permits System
  - Permit Issuance and Renewal
  - Receipt Issuance
  - Billing & Collections
  - Reports and Correspondences
  - Integrated with Taxledge to Process Disbursements
  
- 18.5. Hotel Motel Occupancy Tax System
  - Filings & Billing
  - Collections

- Reports and Correspondences
  - Portal
- 18.6. Offline Remittance Capture System
- Local Payment Processing & Receipt Generation
  - Data Import to ACT System Post Failure Resolution
- 18.7. Other Subsidiary Systems
- Customer Service
  - Appraisal District
  - Lockbox
  - Mortgage Company
  - Litigation and Enforcement
  - Internet
  - Appraisal District
  - Image Integration
- 18.8. ACT software enables the following functions:
- Current and Delinquent Tax Collection
  - Concurrent Collection of Multiple Taxing Authorities
  - Supplements and Adjustments Processing (HB1010 Support)
  - Online and Batch Payment Processing
  - Refunds – Requested, Automatic, Litigated and Prior Year
  - Special Exemptions
  - Returned Mail Processing
  - Jurisdiction Control
  - Comments, Notes and Event Tracking
  - Change Logging
  - Delinquent Attorney Support
  - Security and Recoverability
  - Comprehensive Audit Trail
  - Extensive Reporting System
  - FTP Report Processing
  - Tax Ceiling Management
  - TIF / TIRZ processing
  - Internet Payment by credit card
  - Check & Document Imaging
  - Internet Portfolio of Accounts
  - Installment Contracts and Quarterly Payment Plans
  - Ad Hoc Reports

- Lien Management
- In Bound and Outbound Data Exchange

18.9. Oracle Discoverer

In addition to the ACT System, the Oracle Discoverer application, developed by Oracle Corporation, shall be utilized for user defined reporting purposes. Oracle Discoverer is an intuitive ad hoc query, reporting, analysis, and web-publishing tool that allows business users at all levels access to information from databases. Discoverer’s intuitive user interface guides the end user through the entire process of building and publishing sophisticated reports and graphs. Users may quickly and easily choose from multiple charting and layout options to rapidly create a visual representation of their query results.

Other third party tools may be used upon agreement of the parties.

**19. SECTION M BILLABLE HOURLY RATE SCHEDULE**

Change Requests determined to be billable will be charged at the following rates:

<u>Rate Classification</u>	<u>Hourly Rate</u>
Principal	\$195.00
Project Manager	\$150.00
Senior Analyst	\$115.00
Developer	\$95.00
Quality Assurance / Trainer	\$75.00
Mileage	IRS standard rate
Airfare	Actual Airfare
Per Diem	Actual Charges

## EXHIBIT B

### Over 65, Disabled & Active Military Procedures

This Exhibit is incorporated into the Contract between the Firm and the Participating Agencies.

Policy Statement: It is the policy of the Firm and its clients to (i) assure that any over 65, disabled, or active military taxpayer is aware of the special rights such taxpayers have under the law and (ii) assist any over 65, disabled, or active military taxpayer in taking the necessary actions to make such elections if they decide to do so.

Specific Procedures: The following procedures shall be implemented and maintained by the Firm to accomplish the foregoing policy.

#### 1. Q&A Brochure

The Firm prepares a brochure entitled “Information about your Property Taxes.” This brochure advises the taxpayer that if he/she is over 65, disabled or active military, they may qualify for an exemption. The brochure directs the taxpayer to contact the Appraisal District for more information and the necessary forms to apply for the exemption. This brochure (or other similar material) is available in the Firm’s offices at all times. This brochure, or other similar notification, is enclosed with the Firm’s first yearly delinquent mailing.

#### 2. Correspondence

The Firm employs a person whose primary responsibility is to answer taxpayer correspondence. This person is trained to recognize various special issues and the Firm has developed form letters to respond to recurring questions. The Firm will provide the client copies of the forms currently being used by the Firm and will revise and update the forms with the approval of the County Attorney and Tax Assessor-Collector.

#### 3. Account Status / Collection Activity

The Firm’s account status field includes a code indicating if an account has an over 65, disabled or active military deferral. No collection activities are performed on these accounts. The Firm has the over 65, disabled and active military exemption and deferral HCAD forms in its office and provides those to taxpayers upon request.

## EXHIBIT C

### Homestead Procedures

This Exhibit is incorporated into the Contract between the Firm and the Participating Agencies.

Policy Statement: It is the policy of the Firm and its clients to enforce the collection of taxes on homestead properties in a manner that gives the taxpayer reasonable opportunity to pay without resorting to a foreclosure of the property

Specific Procedures: The following procedures shall be implemented and maintained by the Firm to accomplish the foregoing policy.

#### 1. Q&A Brochure

The Firm prepares a brochure entitled “Information about your Property Taxes.” This brochure has several sections dealing with taxes on homestead properties, including information regarding installment payment agreements. This brochure (or other similar material) shall be available in the Firm’s offices at all times. This brochure, or other similar notification, shall be enclosed with the Firm’s first yearly delinquent mailing.

#### 2. Correspondence

The Firm employs a person whose primary responsibility is to answer taxpayer correspondence. This person is trained to recognize various special issues and the Firm has developed form letters to respond to recurring questions. The Firm will periodically provide the Tax Assessor-Collector with copies of the forms currently being used by the Firm and will revise and update the forms in consultation with Tax Assessor-Collector.

#### 3. Account Status / Collection Activity

The Firm conducts its regular collection routines regardless of a homestead exemption code. The collectors, however, are trained to readily offer payment arrangements on homestead properties and refer the taxpayer to the Tax Assessor-Collector for extended payment terms.

#### 4. Litigation

The Firm prosecutes its regular litigation routine regardless of a homestead exemption code. If it becomes apparent to the attorney handling the case that the property is the taxpayer’s homestead but no exemption has been filed and the taxpayer is not represented by counsel, the attorney shall advise the taxpayer that he has certain rights to claim a homestead exemption and that he should consult with counsel. If the taxpayer indicates an inability to pay for counsel, the Firm shall refer the taxpayer to a legal service agency.

#### 5. Tax Sales

Prior to sale, the Firm shall make a physical inspection of each property, and post a notice of sale on the property, to determine if the property may be a homestead, but no exemption has been claimed. If it appears to be occupied, the Firm shall attempt to contact the person(s) living on the property and determine the status. The Firm will not sell a property with a current appraised value of \$150,000 or less that has a homestead exemption, or where the physical inspection suggests the likelihood that the property is being resided in as a homestead, without the express approval of Harris County. The Firm shall adhere to all guidelines, as may be amended, set forth by Commissioners Court.

## **EXHIBIT D**

### **Erroneous Collection Procedures**

This Exhibit is incorporated into the Contract between the Firm and the Participating Agencies

Policy Statement: It is the policy of the Firm and its clients to avoid the assessment or collection of any erroneous taxes, penalties or interest.

Specific Procedures: The following procedures shall be implemented and maintained by the Firm to accomplish the foregoing policy.

#### **1. Maintenance of Delinquent Tax Data Processing System**

The Firm shall update its in-house delinquent system with information provided by the Tax Assessor-Collector. Additionally, the Firm will periodically reconcile the balances shown on its system to those provided by the Tax Assessor-Collector. The Firm will assure that its system calculations are in accordance with applicable law and, upon request, provide to the Tax Assessor-Collector documentation to confirm this compliance.

#### **2. Reconciliation Procedures**

When the Firm performs a reconciliation to System, the Firm will notify the Tax Assessor-Collector of any material variances. The Firm and the Tax Assessor-Collector will then develop a plan to eliminate the variance based on the specific problem.



## **EXHIBIT E**

### **File Retention Policy**

This Exhibit is incorporated into the Contract between the Firm and the Participating Agencies.

The Firm and Harris County agree that the records regarding Harris County and the taxing units for which Harris County collects belong to Harris County. Consequently, the records are subject to the Texas Public Information Act (“TPIA”) and the document retention schedules promulgated by the Texas Library and Archives Commission. The Firm agrees to make documents available pursuant to the TPIA. To the extent the documents contain confidential information or proprietary information, the Firm will take the appropriate measures to so designate such documents to protect the documents from unintentional disclosure. The Firm also agrees to maintain documents, at a minimum, the length of time required by the Texas State Library and Archives Commission Schedule. In particular, but not limited to, the Firm will look to sections Property Tax Collection Records and Administrative Records 1000-31 of the Schedule.

## **EXHIBIT F**

### **Collection Goals/Minimum Collection Guarantee**

This Exhibit is incorporated into the Contract between the Firm and the Participating Agencies.

#### **1. Definition(s):**

Turnover year = Year in which unpaid property taxes first become delinquent; e.g. 2013 property tax is delinquent if not paid by July 1<sup>st</sup>, 2014. 2014 is the Turnover Year for unpaid 2013 property taxes.

#### **2. Turnover Year Unpaid Balance**

The turnover year unpaid balance is equal to the base tax unpaid balance reported by the Harris County Tax Assessor-Collector's Office contained in report TC168 (Tax Collector Monthly Report) issued as of the 30<sup>th</sup> of June of each of the contract years plus the 33.11 collections amount as reported on BM118 on July 1<sup>st</sup> for the period April – June of each of the contract years.

#### **3. Prior Year Unpaid Balance**

The prior years' base tax unpaid balance for the Participating Agencies will be the sum of the Participating Agencies' unpaid base tax balances for all the turnover years as reported by the Harris County Tax Assessor-Collector's Office contained in report TC168 issued as of, or the most recent report prior to the 30<sup>th</sup> of June of each of the contract years.

#### **4. Calculation of Collection Goal**

$$\begin{aligned} X &= 45\% \text{ of Turnover Year Unpaid Balance} \\ &\text{Plus} \\ Y &= 14.5\% \text{ of the Prior Years Unpaid Balance} \end{aligned}$$

The Collection Goal shall be a dollar amount equal to the sum of X + Y. The collection goal shall be calculated in the aggregate for the Participating Agencies.

#### **5. Determining Satisfaction of Collection Goal**

The Collection Goal shall be measured against the turnover year and prior years' levy per Tax Collector Monthly Report (TC168) for the period from July 1<sup>st</sup> to June 30<sup>th</sup> as provided by Harris County Tax Assessor-Collector's Office.

**Regular Board Meeting**

**8.C.**

**Meeting Date:** September 15, 2021

**Title:** Adopt resolution regarding conveyance of sidewalk easement at ABS East to the City of Houston, Texas.

**Submitted For:** Richard Vela, Facilities

**Submitted By:** Laura Espinoza

**Recommended Action:** Approve

**HCDE Goal(s):** 1. Impact education/respond to evolving needs

**Additional Resource Personnel:** Richard Vela, Dr. Jesus Amezcua, Kendra Jackson, Yaritza Roman

**Facilities/Technology Approval Needed?:** Facilities

**Information**

**Posted Agenda Item:**

**Adopt resolution regarding conveyance of sidewalk easement at ABS East** to the City of Houston, Texas. (This legal action is necessary to obtain building permit to proceed with the construction of the PFC Project).

**Subject:**

**Adopt resolution regarding conveyance of sidewalk easement at ABS East** to the City of Houston, Texas. (This legal action is necessary to obtain building permit to proceed with the construction of the PFC Project).

**Rationale:**

**Adopt resolution regarding conveyance of sidewalk easement at ABS East** to the City of Houston, Texas. (This legal action is necessary to obtain building permit to proceed with the construction of the PFC Project).

**Fiscal Impact**

**Included in FY budget Y/N::** Yes

**Included in current budget amendment::** Yes

**Attachments**

Sidewalk Easement

**Form Review**

**Inbox**

Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Laura Espinoza  
Final Approval Date: 09/02/2021

**Reviewed By**

Yaritza Roman  
Kendra Jackson  
Jesus Amezcua

**Date**

08/25/2021 08:44 AM  
08/25/2021 11:20 AM  
09/02/2021 02:07 PM  
Started On: 08/24/2021 09:07 AM

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF HARRIS COUNTY DEPARTMENT OF EDUCATION  
FOR CONVEYANCE OF A SIDEWALK EASEMENT  
TO THE CITY OF HOUSTON**

The Board of Trustees (“Board”) of Harris County Department of Education (“Department”) hereby makes the following findings in connection with that Department-owned real property being approximately 0.1071 acres, more or less, located at 7703 S Loop E Fwy, Houston, Harris County, Texas 77012, and more particularly described in the attached Exhibit A (“Property”):

1. As a condition of permitting the development of the ABS East facilities adjacent to the Property, the City of Houston (“City”), a political subdivision of the State of Texas, requires that the Department convey to the City a sidewalk easement in, upon, under, over, across and along the Property (“Easement”).

2. Pursuant to Section 272.001(l) of the Texas Local Government Code (“Section 272.001(l)”), the Department is authorized to donate or sell for less than fair market value a designated parcel of land or an interest in real property to another political subdivision if: (i) the land or interest will be used by the political subdivision to which it is donated or sold in carrying out a purpose that benefits the public interest of the donating or selling political subdivision; (ii) the donation or sale of the land or interest is made under terms that effect and maintain the public purpose for which the donation or sale is made; and (iii) the title and right to possession of the land or interest revert to the donating or selling political subdivision if the acquiring political subdivision ceases to use the land or interest in carrying out the public purpose.

3. The Property is not currently or foreseeably necessary for the construction of facilities to meet the needs of the Department for educational purposes.

4. The use of the Property for a sidewalk is a purpose that benefits the public interest of Department.

5. Based on the foregoing, the Board has determined that the Department should convey the Easement to the City pursuant to Section 272.001(l).

6. In accordance with Section 272.001(l), the notice and bidding requirements of Section 272.001(a) of the Texas Local Government Code do not apply to a donation or sale made under Section 272.001(l).

7. The Property is subject to that certain Ground Lease by and between the Department, as Lessor, and Harris County Department of Education Public Facility Corporation (the “PFC”), as Lessee, recorded under Harris County Clerk’s File Number RP-2020-587508, that certain Lease with an Option to Purchase by and between the PFC,

as Lessor, and the Department, as Lessee, recorded under Harris County Clerk’s File Number RP-2020-587510, and that certain Leasehold Deed of Trust by and between the PFC, as Issuer, and BOKF NA, as Indenture Trustee, recorded under Harris County Clerk’s File Number RP-2020-587509, which require that the PFC and the Indenture Trustee consent to the conveyance of any interest in the Property.

THEREFORE, BE IT RESOLVED, that:

(1) The foregoing findings and recitals are hereby found to be true and correct and are hereby approved and adopted;

(2) The Board hereby approves the City’s request and authorizes the Department to convey the Easement to the City for the purposes, and in accordance with the terms, set forth in this Resolution;

(3) The Board further authorizes the Superintendent or his designee to take any and all action with respect to such conveyance, including, but not limited to, obtaining the PFC’s and the Indenture Trustee’s consent to the conveyance, negotiating and finalizing an easement agreement with the City that is materially consistent with the terms of this Resolution and the requirements of Section 272.001(1) (“Easement Agreement”), and negotiating, executing, amending, and/or terminating any other agreements, instruments, and documents to effectuate the conveyance in accordance with this Resolution and Section 272.001(1); and

(4) The Board further authorizes the President of the Board of Trustees to execute the Easement Agreement and any other agreements, instruments, and documents as necessary to consummate the conveyance of the Easement in accordance with this Resolution and Section 272.001(1).

Passed the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Danyahel Norris  
President, Board of Trustees  
Harris County Department of Education

Attest: \_\_\_\_\_  
Richard Cantu  
Vice-President, Board of Trustees

# EXHIBIT A



10190 Katy Freeway, Suite 110  
Houston, Texas 77043  
Office: 346.250.4425  
Fax: 512.583.2601

[Doucetengineers.com](http://Doucetengineers.com)  
TEPLS Firm No. 10194551

ABS East 0.1071 Acres  
Harris County, Texas

D&A Job No. 1733-008  
July 8, 2021

## EASEMENT DESCRIPTION For a 0.1071 Acre [4,664 Square Feet] Parcel of Land

BEING A 0.1071 ACRE [4,664 SQUARE FEET] PARCEL OF LAND OUT OF THE JOHN R. HARRIS SURVEY, ABSTRACT NUMBER 27, HARRIS COUNTY, TEXAS, SAID PARCEL OF LAND BEING A PORTION OF A CALLED 6.0003 ACRE TRACT OF LAND CONVEYED TO HARRIS COUNTY DEPARTMENT OF EDUCATION, AS RECORDED IN CLERK'S FILE No. S510948 OF THE HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY [H.C.O.P.R.P.], SAID 0.1071 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found 5/8-inch iron rod found with "Doucet" cap the northeast corner of said 6.0003 acre tract, and being at the southwest intersection Office City Drive (70-foot wide) and Berkley Road (60-foot wide) for the POINT OF BEGINNING of the herein described parcel of land;

THENCE South 02°17'20" East, along the east line of said 6.0003 acre tract, common with the west line of said Berkley Street, a distance of 7.16 feet to a point;

THENCE departing the east right-of-way line of Berkley Road and across said 6.0003 acre tract for the south line of the herein described parcel the following eleven (11) courses and distances:

1. South 85°53'43" West, 166.67 feet
2. South 81°24'02" West, 42.46 feet
3. Along a curve to the left with arc length of 136.55 feet, radius of 1,606.00 feet, delta angle of 04°52'17", and chord bearing of South 81°00'02" West, 136.51 feet
4. Along a tangent curve to the left with arc length of 22.33 feet, radius of 57.00 feet, delta angle of 22°27'02", and chord bearing South 64°02'56" West, 22.19 feet
5. Along a reverse curve to the right with arc length of 23.99 feet, radius of 57.00 feet, delta angle of 24°06'55", and chord bearing South 64°52'53" West, 23.81 feet
6. South 76°11'36" West, 33.67 feet
7. South 87°57'50" West, 5.96 feet
8. Along a tangent curve to the right with arc length of 6.14 feet, radius of 9.50 feet, delta angle of 37°00'30", and chord bearing North 73°31'54" West, 6.03 feet



9. Along a tangent curve to the right with arc length of 11.85 feet, radius of 19.50 feet, delta angle of  $34^{\circ}49'32''$ , and chord bearing South  $37^{\circ}36'54''$  West, 11.67 feet
10. South  $73^{\circ}15'44''$  West, 49.36 feet
11. Along a tangent curve to the right with arc length of 19.70 feet, radius of 35.00 feet, delta angle of  $32^{\circ}14'34''$ , and chord bearing South  $89^{\circ}23'01''$  West, 19.44 feet, to point in the south right of way of the aforementioned Office City Drive, common with the north line of said 6.003 acre tract, and from which a found 5/8-inch iron rod at the northwest corner of said 6.003 acre tract bears South  $72^{\circ}21'44''$  West, 23.38 feet;

THENCE in a northeasterly direction along the north line of said 6.0003 acre tract, common with said south right-of-way line of Office City Drive, and being a curve to the right having an arc distance of 369.75 feet, radius of 1,615.00 feet, delta angle of  $13^{\circ}07'03''$ , and chord bearing of North  $79^{\circ}20'09''$  East, 368.94 feet to a found 5/8-inch iron rod being the point of tangency for said curve to the right;

THENCE North  $85^{\circ}53'40''$  East, along said common line a distance of 140.34 feet to the **POINT OF BEGINNING** and containing 0.1071 acres [4,664 square feet].

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All coordinates and distances are surface values and may be converted to grid by using the surface adjustment factor of 0.999887.

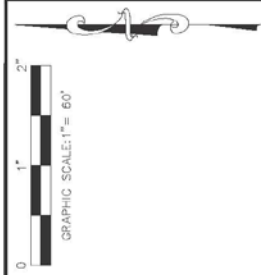
Units: U.S. Survey Feet.

I, J. Dillon Fugate, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.

  
\_\_\_\_\_  
J. Dillon Fugate  
Registered Professional Land Surveyor  
Texas Registration No. 6360  
Doucet & Associates, Inc.  
dfugate@DoucetEngineers.com  
TBPLS Firm Registration No. 10194551



Original: 06/09/2021  
Revised: 07/08/2021



**DA DOUCET & ASSOCIATES**  
 Civil Engineering · Planning · Geospatial  
 10190 Katy Freeway, Suite 110  
 Houston, Texas 77042  
 Phone: (346)-250-4425  
 www.doucetengineers.com  
 TPLS Firm No: 1019451

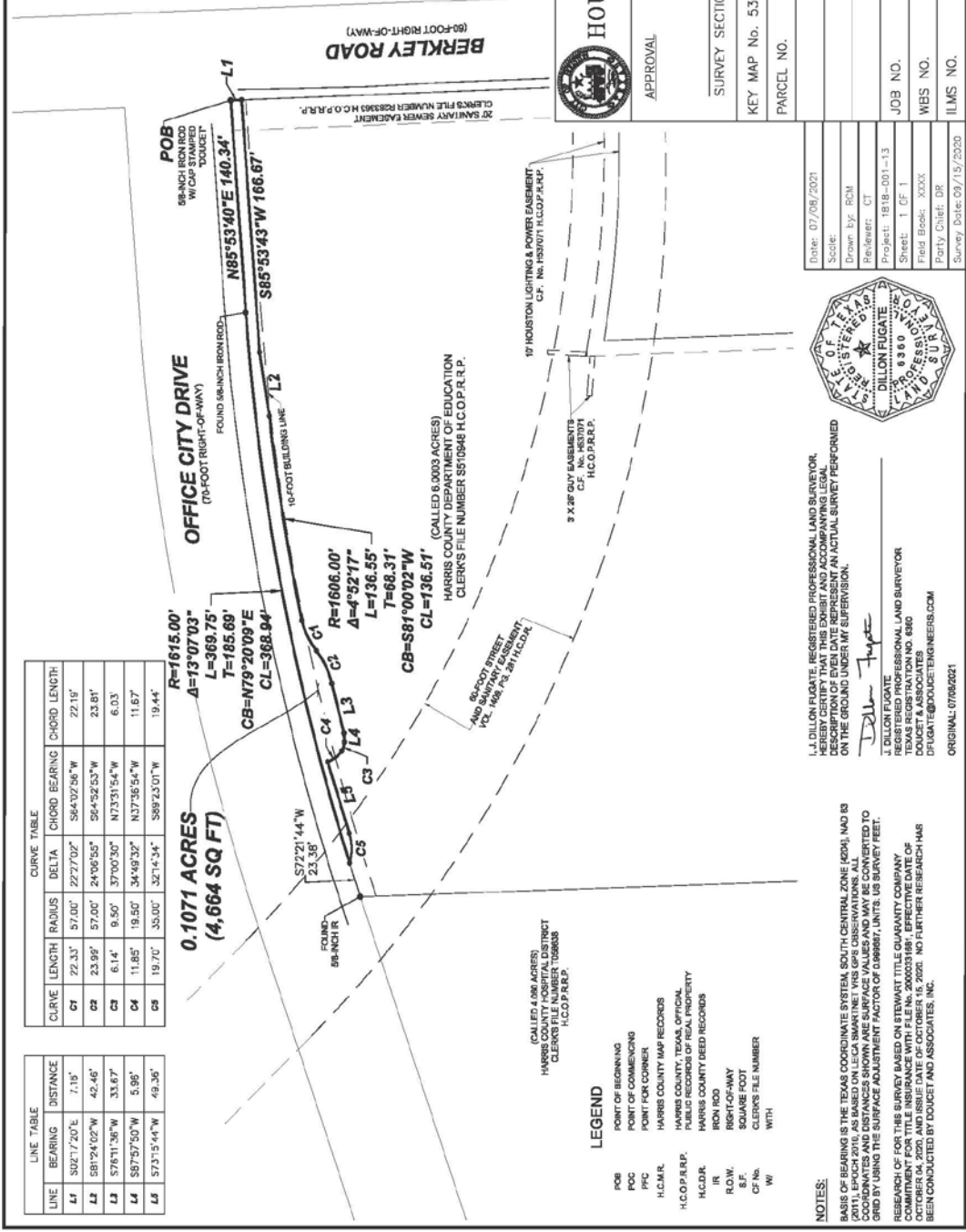
**HOUSTON PUBLIC WORKS**

APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

SURVEY SECTION \_\_\_\_\_ RIGHT OF WAY SECTION \_\_\_\_\_

KEY MAP No. 535K GMS MAP No. 5655c

PARCEL NO. \_\_\_\_\_



LINE	BEARING	DISTANCE
L1	S82°17'20"E	7.15'
L2	S81°24'02"W	42.46'
L3	S76°11'38"W	33.67'
L4	S87°57'50"W	5.95'
L5	S73°15'44"W	49.36'

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	22.33'	57.00'	22°27'02"	S84°02'56"W	22.19'
C2	23.99'	57.00'	24°06'55"	S64°52'53"W	23.81'
C3	6.14'	9.50'	37°00'50"	N73°31'54"W	6.03'
C4	11.85'	19.50'	34°49'32"	N37°36'54"W	11.67'
C5	19.70'	35.00'	32°14'34"	S89°23'01"W	19.44'

**LEGEND**

POB POINT OF BEGINNING  
 POC POINT OF COMMENCING  
 PFC POINT FOR CORNER  
 H.C.M.R. HARRIS COUNTY MAP RECORDS  
 HARRIS COUNTY TEXAS, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY  
 H.C.O.P.R.P. HARRIS COUNTY DEED RECORDS  
 IR IRON ROD  
 R.O.W. RIGHT-OF-WAY  
 S.F. SQUARE FOOT  
 CF No. CLERKS FILE NUMBER  
 W/ WITH

**NOTES:**

BASES OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83)

COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 0.999967 UNITS US SURVEY FEET.

RESEARCH OF FOR THIS SURVEY BASED ON STEWART TITLE GUARANTEE COMPANY COMMITMENT FOR TITLE INSURANCE WITH FILE No. 2000033187, EFFECTIVE DATE OF OCTOBER 04, 2020, AND ISSUE DATE OF OCTOBER 15, 2020. NO FURTHER RESEARCH HAS BEEN CONDUCTED BY DOUCET & ASSOCIATES, INC.

J. L. DILLON FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS REGISTRATION NO. 6800  
 DOUCET & ASSOCIATES  
 DFUGATE@DOUCETENGINEERS.COM  
 ORIGINAL: 07/09/2021

Dillon Fligate  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS REGISTRATION NO. 6800  
 DOUCET & ASSOCIATES  
 DFUGATE@DOUCETENGINEERS.COM  
 ORIGINAL: 07/09/2021

J. L. DILLON FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS EXHIBIT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

Date: 07/09/2021  
 Scale: \_\_\_\_\_  
 Drawn by: BCM  
 Reviewer: CT  
 Project: 1818-001-13  
 Sheet: 1 OF 1  
 Field Book: XXXX  
 Party Chief: DR  
 Survey Date: 07/15/2020





**Regular Board Meeting**

**8.D.**

**Meeting Date:** September 15, 2021  
**Title:** Adopt resolution regarding conveyance of sanitary sewer easement at ABS East to the Church of God (adjacent property owner tied to existing sewer line).  
**Submitted For:** Richard Vela, Facilities      **Submitted By:** Laura Espinoza  
**Recommended Action:** Approve      **HCDE Goal(s):** 1. Impact education/respond to evolving needs  
**Additional Resource Personnel:** Joe Carreon, Richard Vela, Dr. Jesus Amezcua, Kendra Jackson, Yaritza Roman      **Facilities/Technology Approval Needed?:** Facilities

**Information**

**Posted Agenda Item:**

**Adopt resolution regarding conveyance of sanitary sewer easement at ABS East** to the Church of God (adjacent property owner tied to existing sewer line). (This legal action is necessary to obtain building permit to proceed with the construction of the PFC Project).

**Subject:**

**Adopt resolution regarding conveyance of sanitary sewer easement at ABS East** to the Church of God (adjacent property owner tied to existing sewer line). (This legal action is necessary to obtain building permit to proceed with the construction of the PFC Project).

**Rationale:**

**Adopt resolution regarding conveyance of sanitary sewer easement at ABS East** to the Church of God (adjacent property owner tied to existing sewer line). (This legal action is necessary to obtain building permit to proceed with the construction of the PFC Project).

**Fiscal Impact**

**Included in FY budget Y/N::** Yes  
**Included in current budget amendment::** Yes

**Attachments**

Sewer Easement

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing	Yaritza Roman	08/25/2021 08:46 AM
Purchasing Director	Kendra Jackson	08/25/2021 11:20 AM
Assistant Superintendent - Business	Jesus Amezcua	09/02/2021 02:07 PM
Form Started By: Laura Espinoza		Started On: 08/24/2021 09:26 AM
Final Approval Date: 09/02/2021		

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF HARRIS COUNTY DEPARTMENT OF EDUCATION  
FOR CONVEYANCE OF A SANITARY SEWER EASEMENT  
TO HOUSTON FULL GOSPEL CHURCH OF GOD**

The Board of Trustees (“Board”) of Harris County Department of Education (“Department”) hereby makes the following findings in connection with that Department-owned real property being approximately 0.0458 acres, more or less, located at 7703 S Loop E Fwy, Houston, Harris County, Texas 77012, and more particularly described in the attached Exhibit A (“Property”):

1. The Property and a significant portion of Department-owned Property adjacent to the Property are currently subject to a 60-foot street and sanitary sewer easement (“Existing Easement”), as depicted in the attached Exhibit A.

2. In connection with the Department’s development of the ABS East facilities adjacent to the Property, the Department has requested that the City of Houston (“City”) abandon the Existing Easement.

3. The only material improvement within the Existing Easement is a 12-inch sanitary sewer line, located within the Property, that the adjacent property owner, Houston Full Gospel Church of God (“Church of God”), is actively using.

4. The City is willing to abandon the Existing Easement; however, as a condition of such abandonment, the City requires that the Department convey to Church of God a private sanitary sewer easement in and to the Property for the continued use of such sanitary sewer line (“Easement”). This City is not willing to accept the conveyance of a public sanitary sewer easement to the City.

5. Pursuant to Sections 272.001(b)(1) and 272.001(c)(2) of the Texas Local Government Code (“Sections 272.001(b) and (c)”), the Department is authorized to convey an interest in narrow strips of land to one or more abutting property owners who own the underlying fee simple for less than the fair market value of the land or interest, and such conveyance must be made in proportion to their abutting ownership and the division between abutting owners is made in an equitable manner.

6. The Property is a narrow strip of land and is not currently or foreseeably necessary for the construction of facilities to meet the needs of the Department for educational purposes.

7. Church of God is an abutting property owner who owns the underlying fee simple. The only other abutting property is the City road right-of-way along Berkley Road, and the City will not accept a sanitary sewer easement in and to the Property.

8. Based on the foregoing, the Board has determined that the Department should convey the Easement to Church of God pursuant to Sections 272.001(b) and (c).

9. In accordance with Sections 272.001(b) and (c), the notice and bidding requirements of Section 272.001(a) of the Texas Local Government Code do not apply to a conveyance made under Sections 272.001(b) and (c).

10. The Property is subject to that certain Ground Lease by and between the Department, as Lessor, and Harris County Department of Education Public Facility Corporation (the "PFC"), as Lessee, recorded under Harris County Clerk's File Number RP-2020-587508, that certain Lease with an Option to Purchase by and between the PFC, as Lessor, and the Department, as Lessee, recorded under Harris County Clerk's File Number RP-2020-587510, and that certain Leasehold Deed of Trust by and between the PFC, as Issuer, and BOKF NA, as Indenture Trustee, recorded under Harris County Clerk's File Number RP-2020-587509, which require that the PFC and the Indenture Trustee consent to the conveyance of any interest in the Property.

THEREFORE, BE IT RESOLVED, that:

(1) The foregoing findings and recitals are hereby found to be true and correct and are hereby approved and adopted;

(2) The Board hereby approves the City's request and authorizes the Department to convey the Easement to Church of God for the purposes, and in accordance with the terms, set forth in this Resolution;

(3) The Board further authorizes the Superintendent or his designee to take any and all action with respect to such conveyance, including, but not limited to, obtaining the PFC's and the Indenture Trustee's consent to the conveyance, negotiating and finalizing an easement agreement with Church of God that is materially consistent with the terms of this Resolution and the requirements of Sections 272.001(b) and (c) ("Easement Agreement"), and negotiating, executing, amending, and/or terminating any other agreements, instruments, and documents to effectuate the conveyance in accordance with this Resolution and Sections 272.001(b) and (c); and

(4) The Board further authorizes the President of the Board of Trustees to execute the Easement Agreement and any other agreements, instruments, and documents as necessary to consummate the conveyance of the Easement in accordance with this Resolution and Sections 272.001(b) and (c).

Passed the \_\_\_\_ day of \_\_\_\_\_, 2021.

---

Danyahel Norris  
President, Board of Trustees  
Harris County Department of Education

Attest: \_\_\_\_\_  
Richard Cantu  
Vice-President, Board of Trustees

# EXHIBIT A



10190 Katy Freeway, Suite 110  
Houston, Texas 77043  
Office: 346.250.4425  
Fax: 512.583.2601

Doucetengineers.com  
TBPLS Firm No. 10194551

ABS East 0.0458 Acres  
Harris County, Texas

D&A Job No. 1733-008  
August 11, 2021

## EASEMENT DESCRIPTION For a 0.0458 Acre [1,996 Square Feet] Parcel of Land

BEING A 0.0458 ACRE [1,996 SQUARE FEET] PARCEL OF LAND OUT OF THE JOHN R. HARRIS SURVEY, ABSTRACT NUMBER 27, HARRIS COUNTY, TEXAS, SAID PARCEL OF LAND BEING A PORTION OF A CALLED 6.0003 ACRE TRACT OF LAND CONVEYED TO HARRIS COUNTY DEPARTMENT OF EDUCATION, AS RECORDED IN CLERK'S FILE No. S510948 OF THE HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY [H.C.O.P.R.R.P.], SAID 0.0458 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a found 5/8-inch iron rod with cap stamped "Doucet" for the most easterly southeast corner of said 6.0003 acre tract, same being the northeast corner of a called 1.2025 acre tract, recorded under Clerk's File No. 2016280930 H.C.O.P.R.R.P., and being in the west right-of-way line of Berkley Road (60-foot wide);

**THENCE** South 87°03'00" West, along the south line of said 6.0003 acre tract, common with the north line of said 1.2025 acre tract, a distance of 2.93 feet to a found bent 5/8-inch iron rod;

**THENCE** along said common line and a tangent curve to the right with arc length of 93.39 feet, radius of 794.69 feet, delta angle of 06°43'59", and chord bearing North 89°32'08" West, 93.33 feet to a point for the southwest corner of the herein described parcel;

**THENCE** North 00°46'57" East, departing said common line, along the west line of the herein parcel a distance of 19.97 feet to a point for the northwest corner of the herein described parcel;

**THENCE** South 89°32'08" East, along the north line of the herein described parcel, a distance of 95.20 feet to point in the west right of way of the aforementioned Berkley Road, common with the east line of said 6.0003 acre tract, and from which a found 5/8-inch iron rod with cap stamped "Doucet", at the northeast corner of said 6.0003 acre tract bears North 02°17'20" West, 235.02 feet;

**THENCE** South 02°17'20" East, along said common line, 19.81 feet to the **POINT OF BEGINNING** and containing 0.0458 acres [1,996 square feet].

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All coordinates and distances are surface values and may be converted to grid by using the surface adjustment factor of 0.9999040.

Units: U.S. Survey Feet.



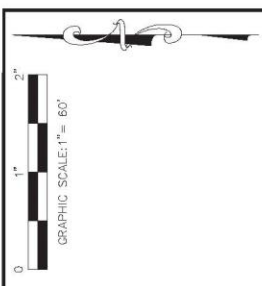
I, J. Dillon Fugate, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.

*J. Dillon Fugate*

J. Dillon Fugate  
Registered Professional Land Surveyor  
Texas Registration No. 6360  
Doucet & Associates, Inc.  
dfugate@DoucetEngineers.com  
TBPLS Firm Registration No. 10194551



Original: 08/11/2021



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S87°00'00"W	2.00'
L2	N07°46'51"E	19.97'
L3	S89°32'08"E	95.20'
L4	S02°17'20"E	19.91'

CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	93.39'	794.69'

CURVE TABLE		
DELTA	CHORD BEARING	CHORD LENGTH
9°43'09"	N89°32'08"W	95.33'

**DA DOUCET & ASSOCIATES**  
 Civil Engineering - Planning - Geospatial  
 10190 Katy Freeway, Suite 110  
 Houston, Texas 77042  
 Phone: (346)-250-4425  
 www.doucetengineers.com  
 TPLS Firm No: 10114551

**HOUSTON PUBLIC WORKS**

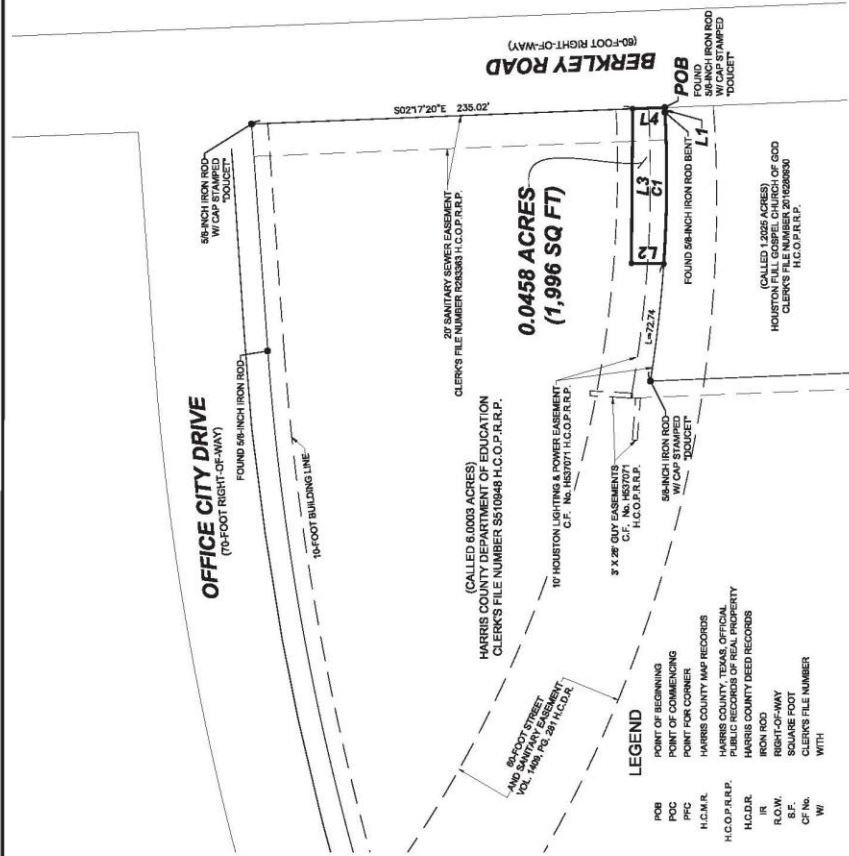
APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

SURVEY SECTION \_\_\_\_\_ RIGHT OF WAY SECTION \_\_\_\_\_

KEY MAP No. 535K CIMS MAP No. 5655c

PARCEL NO. \_\_\_\_\_

Date: 08/11/2021  
 Scale: \_\_\_\_\_  
 Drawn by: RCM  
 Prepared by: CFI  
 Project: 1733-008  
 Sheet: 1 OF 1  
 Field Book: XXXX  
 Party Chief: DR  
 Survey Date: 09/15/2020



J. DILLON FUGATE, REGISTERED PROFESSIONAL LAND SURVEYOR,  
 HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT  
 DESCRIPTION OF EVIDENCE REPRESENT AN ACTUAL SURVEY PERFORMED  
 ON THE GROUND UNDER MY SUPERVISION.

J. DILLON FUGATE  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS REGISTRATION NO. 8360  
 DOUCET & ASSOCIATES  
 DRUGATE@DOUCETENGINEERS.COM  
 ORIGINAL: 08/11/2021

**NOTES:**  
 BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4209), NAD 83 (2011), EPOCH 2010, AS BASED ON LEICA SMARTNET VRS GPS OBSERVATIONS. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF. THIS SURVEY IS ADJUSTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 0.999997 UNITS: US SURVEY FEET.  
 RESEARCH OF THE SURVEY BASED ON SURVEY TITLE CUMSANTY COMPANY COMMITMENT FOR TITLE INSURANCE WITH FILE NO. 20000331681. EFFECTIVE DATE OF OCTOBER 04, 2020, AND ISSUE DATE OF OCTOBER 15, 2020. NO FURTHER RESEARCH HAS BEEN CONDUCTED BY DOUCET AND ASSOCIATES, INC.

X:\Departments\Geospatial\Projects\1733-008\_ABF\_East\_Survey\CAD\dwg\1733-008\_ABF\_East\_Survey\_Sewer Exhibit-Surf.dwg

**Regular Board Meeting**

**8.E.**

**Meeting Date:** September 15, 2021

**Title:** Schools Division Fortis Academy 2021-2022 Service Agreement: Adolescents Recovery Support of Adolescence

**Submitted For:** Charles Ned, Schools

**Submitted By:** Denise Alamos

**Additional Resource Personnel:** Charles Ned, Jonathan Parker, Dr.

Jesus Amezcua, Kendra Jackson, Edna Johnson

**Information**

**Posted Agenda Item:**

**Ratification of Service Agreement with The Council on Recovery under job no. 21/066DR to provide Adolescent Recovery Support & Counseling Services** for the period of 09/01/2021 through 08/30/2022 in the amount not to exceed \$240,000.

**Subject:**

Adolescent Recovery Support of Adolescence- The Council on Recovery for the Fortis Academy for middle and high school students.

**Rationale:**

Contractors will provide adolescent recovery support of adolescence services to students attending HCDE's (Fortis Academy).

**Attachments**

FY22 The Council on Recovery\_SERVICES AGREEMENT

**Form Review**

Form Started By: Denise Alamos  
Final Approval Date: 09/01/2021

Started On: 09/01/2021 03:41 PM



## SERVICES AGREEMENT FOR HCDE EXPENDITURES

This Services Agreement (“Agreement”) is made and entered into by and between the Harris County Department of Education (“HCDE”), located in Houston, Texas 77022, and **The Council on Recovery**. (“TCR”), located in 303 Jackson Hill Street, Houston, Texas 77007, for Contractor to provide services to HCDE in accordance with the terms and conditions specified herein.

### Recitals

HCDE is a political subdivision of the State of Texas, established to promote education in Harris County, Texas. Both HCDE and Contractor desire to set forth in writing the terms and conditions of their agreement. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

- 1. Purpose.** HCDE agrees to retain Contractor and Contractor agrees to provide services to HCDE as Contractor and to perform the duties and all necessary labor and resources needed to provide the services set forth in Paragraph 3 – Scope of Work. Contractor shall also perform such other related services and duties as are customarily performed by a Contractor in a similar position.
- 2. Term.** This Agreement is for services beginning **September 1, 2021** and ending **August 31, 2022** (“Term”). All extensions of this Agreement shall be subject to the terms and conditions specified herein.
- 3. Scope of Work.** Exhibit A includes a detailed Scope of Work that sets out the services (hereinafter “Services”) Contractor agrees to provide.
- 4. Independent Contractor Status.** It is the intention of the parties that Contractor be an independent contractor and not an employee, agent, joint venturer, or partner of HCDE. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and either Contractor or any employee or agent of Contractor. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. Contractor shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by HCDE hereunder and Contractor shall indemnify and hold HCDE harmless in this regard.
- 5. Review of Progress.** Contractor will work to meet all timelines mutually established by Contractor and HCDE. HCDE reserves the right to monitor the progress of Contractor.
- 6. Changes & Amendments.** During the Term of the Agreement (see Paragraph 2), HCDE and Contractor reserve the right to make changes to the Services the Contractor is required to provide pursuant to this Agreement. This Agreement may be amended only by the mutual agreement of the parties, in writing to

be attached to and incorporated in this Agreement. All such changes shall be made in writing and agreed to by both parties.

7. **Assignment.** Neither this Agreement nor any duties or obligations under it shall be assignable by Contractor without the prior written acknowledgement and authorization of HCDE.

8. **Compensation.** HCDE will pay Contractor an amount **not to exceed \$240,000** for services provided in Exhibit A. Contractor will invoice HCDE periodically throughout the Term of the Agreement in accordance with Section 29 of this Agreement. HCDE is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s) to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that HCDE is required to refund any funding received from a state or federal grant awarding agency relating to Contractor's Work, to the maximum extent permitted by applicable law, Contractor shall repay to HCDE, on demand, the amount of any such disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.

9. **Intellectual Property.** Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

10. **Ownership of Work Product.** All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of HCDE, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Contractor shall deliver all such materials to HCDE upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by HCDE for use by Contractor in connection with the Services performed under this Agreement will remain HCDE's property. Any pre-existing programs, data, or other materials furnished and owned by Contractor for use by Contractor in connection with the Services performed under this Agreement will remain Contractor's property.

11. **Professional Services.** This Agreement (check applicable box)  is /  is not for professional services and governed by the Professional Services Procurement Act, TEX. GOV'T CODE Chp. 2254. Contractor represents and warrants that Contractor has demonstrated competence and possesses qualifications to perform the Services and is performing the Services for a fair and reasonable price. Contractor further represents and warrants that the professional fees under the Agreement do not exceed any maximum provided by law.

12. **Conflict of Interest.** During the Term of Contractor's service to HCDE, Contractor shall not, directly or indirectly, whether for Contractor's own account or for or with any other person or entity whatsoever, employ, solicit, or endeavor to entice away any person who is employed by HCDE.

13. **Criminal History Certification.** Contractor shall complete the "Criminal History Certification" regarding the criminal history of covered employees and the "Felony Conviction Notice," both of which are incorporated by reference herein. Noncompliance or misrepresentation regarding these certifications may be grounds for termination of this Agreement.

**14. Indemnity.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS HCDE, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY’S FEES), OR CLAIMS FOR INJURY OR DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, “CLAIM”) TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CONTRACTOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

**15. Non-appropriation of funds.** The Term of this Agreement is a commitment of HCDE current revenue only. Notwithstanding anything to the contrary in this Agreement, HCDE is obligated to make payments only as approved each year by HCDE’s Board of Trustees. HCDE’s Board of Trustees retains the right to terminate the Agreement at the expiration of each budget period of HCDE. To the extent that HCDE will use federal grant funds to fulfill its obligations under this Agreement, Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award (“NOGA”) by HCDE from the awarding agency. As such, if HCDE does not receive sufficient funding for the services provided in this Agreement, HCDE may terminate this Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor. Services rendered in accordance with this Agreement shall be funded by **General Fund**. Payment for services rendered shall be allocated as follows: **100%** funded by **General Funds**.

**16. Non-Exclusivity.** Nothing in this Agreement may be construed to imply that Contractor has the exclusive right to provide HCDE Services. During the Term of this Agreement, HCDE reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of Contractor.

**17. Performance.** Contractor agrees that Contractor’s Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from HCDE. If Contractor is unable to complete the work in this manner based on the mutually agreed upon time, Contractor shall notify HCDE’s **Senior Director of Schools Division or Assistant Superintendent of Academic Support** Services in writing.

**18. Termination.** Either party for any reason upon thirty (30) days written notice may terminate this Agreement without cause. HCDE will be responsible for payment for Services that have been accepted by HCDE up to the termination date.

HCDE may, by written notice, immediately terminate this Agreement if Contractor has defaulted in whole or in part, refuses or fails to comply with the provisions of this Agreement, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the Services within the same time period specified or any written extension thereof. In such event, HCDE may obtain comparable Services elsewhere and either deduct the costs of obtaining such Services from any amount owed Contractor or Contractor shall reimburse HCDE for such costs incurred by HCDE.

**19. Inspection and Acceptance of Service.** HCDE reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, HCDE may (i) require Contractor to perform the

Services again in conformity with such requirements, with no additional charge to HCDE; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to HCDE in this Agreement or otherwise available by law.

**20. Subcontractors.** If HCDE gives written permission for Contractor to subcontract any of the Services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor shall require each subcontractor to maintain and to furnish Contractor with satisfactory evidence of Workers Compensation, Employer's Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.

**21. Insurance.** Unless an appropriate HCDE representative agrees to waive the requirements by initialing the designated space near the signature block below, Contractor shall comply with all of HCDE's insurance requirements. Contractor shall provide Certificates of Insurance evidencing the Insurance Requirements prior to the start of work. Contractor shall maintain insurance coverage in the amounts specified by HCDE. Certificates of Insurance on the current ACORD form shall be issued to HCDE showing all required insurance coverage.

**22. Force Majeure.** The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

**23. Notice.** Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed as to the address listed in the signature line of this Agreement.

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

**24. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be a court of competent jurisdiction in Harris County, Texas.

**25. No Waiver of HCDE's Immunity.** The execution of this Agreement and the performance of HCDE of any of its obligations hereunder are not, and are not intended to waive or relinquish, and HCDE shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to HCDE, its trustees, officers, employees, or agents under federal or Texas laws.

**26. Entire Agreement.** The Agreement, the procurement solicitation issued by HCDE, RFP # \_\_\_\_\_, Contractor's proposal submitted in response to HCDE's procurement solicitation, and the attached and incorporated addendum, exhibits, and documents/forms contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by HCDE or Contractor's proposal

submitted in response to HCDE's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by HCDE and Contractor's proposal submitted in response to HCDE's procurement solicitation, HCDE's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Contractor after the Effective Date of this Agreement.

**27. Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**28. Debarment and Suspension.** Pursuant to Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. When federal funds are expended by HCDE under this Agreement, Contractor certifies that during the term of this Agreement, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Contractor shall immediately provide written notice to HCDE if at any time Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. HCDE may rely upon Contractor's certification that Contractor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless HCDE knows the certification is erroneous.

**29. Invoices.** Contractor is required to submit original invoices to the HCDE Business Office ATTN: Accounts Payable. The invoices can be mailed through the postal service to HCDE Business Office ATTN: Accounts Payable, 6300 Irvington Boulevard, Houston, Texas 77022, or emailed to [accountspayable@hcde-texas.org](mailto:accountspayable@hcde-texas.org).

The invoices should include the following:

1. Date of invoice
2. Period of service
3. List of services provided
4. Location where services were provided
5. Invoice number
6. Contact information
7. Deliverables under the contract
8. Certification of service provided through a signature by company representative

Contractor is required to submit to HCDE a completed IRS Form W-9, Criminal History Certification, Felony Conviction Notice, Conflict of Interest Questionnaire, and any other forms required of HCDE before payment is rendered. Payment to Contractor shall be made only after Services are performed and not before. Advance payment to Contractor is strictly prohibited.

Contractor shall submit invoices within a timely manner during HCDE's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Contractor within forty-five (45) days after the later of the following: (1) the date HCDE receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date HCDE receives an invoice for the goods or service. Contractor agrees to pay any subcontractors, if any, the appropriate share of the payment received from HCDE not later than the tenth (10th) day after the date Contractor receives the payment from HCDE. The exceptions to payments made by HCDE and/or Contractor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

Failure to send the invoices to the Accounts Payable Office will delay payment. Contractor certifies that no work has been performed before the effective date of this Agreement. Invoices submitted by Contractor for work performed prior to the effective date of the Agreement may not be honored by HCDE, in HCDE's sole discretion.

In addition to all other rights and remedies that HCDE may have, HCDE shall have the right to setoff, against any and all amounts due to Contractor by HCDE, whether due under this Agreement or any other agreement between HCDE (including any division of HCDE) and Contractor, any sums for which HCDE is entitled to under this Agreement, as determined by HCDE in its sole discretion, including, without limitation, sums due by Contractor to HCDE as a result of indemnification obligations, warranty claims, and/or HCDE/Choice Partners Administrative Fee(s), as applicable.

**30. Compliance with Applicable Laws.** Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. If applicable, Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in HCDE's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 CFR Part 200," which is incorporated by reference herein. Contractor further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any HCDE vendor packet completed by Contractor, which is incorporated by reference herein.

Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**31. Confidential Data of HCDE.** In the course of performing duties under this Agreement, Contractor may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and school districts being served by HCDE and employees of HCDE. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of HCDE, either during the Term of this Agreement or after such Term.

Contractor acknowledges that HCDE would be irreparably injured if Contractor were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for Contractor’s own purposes or benefit and that money damages would not compensate HCDE for such irreparable injury.

Contractor further acknowledges that to the extent Contractor receives confidential student information during the performance of duties under this Agreement, Contractor is considered a “school official” in accordance with the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, and shall not disclose confidential student information or education records.

**32. Warranties.** All goods and/or services provided by Contractor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of HCDE’s acceptance of the product and/or service or payment of the applicable invoice. Contractor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by HCDE. In addition, Contractor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Contractor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer’s warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

**Insurance Requirements Waiver** – IF the Insurance Requirements are not applicable to the Services or if HCDE otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate HCDE representative may waive the requirements by initialing here: →

Otherwise, Contractor must satisfy the Insurance Requirements specified in this Agreement. In witness whereof, HCDE and Contractor have executed this Agreement to be effective on the date specified in Term above:

The Council on Recovery

Harris County Department of Education

By: \_\_\_\_\_  
(Signature)  
Mary Beck  
President & CEO  
330 Jackson Hill Street  
Houston, Texas 77007  
713-942-4100

By: \_\_\_\_\_  
(Signature)  
Jesus Amezcua, Ph.D., CPA, RTSBA  
Assistant Superintendent –Business Services  
6300 Irvington Blvd  
Houston, TX 77022-5618  
713-696-1371  
713-696-0740

August 24, 2021

**Subject: Final Request for Best and Final Offer, RFP 21/066DR**

Thank you for submitting an offer on August 20, 2021. However, the offer submitted by your firm exceeds the budget of \$220,000.00 set forth by the Board of Trustees of the Harris County Department of Education (HCDE) for this RFP/services contract. To finalize and execute a service contract for RFP 21/066DR - Adolescent Recovery Support and Counseling Services, HCDE is requesting your final Best and Final Offer (BAFO) for services beginning September 1, 2021 and ending August 31, 2022 that does not exceed the budgeted amount.

All final BAFOs must be submitted to [drubio@hcde-texas.org](mailto:drubio@hcde-texas.org) **by 2:00pm (CST) Friday, August 27, 2021**. Late offers will not be accepted. It should be noted that the RFP's terms and conditions are applicable to the BAFO.

Please submit your final BAFO for a high-quality program that, at a minimum, includes (1) one Licensed Chemical Dependency Counselor (LCDC) Counselor and (1) one Recovery (substance abuse) Coach.

\$ Year 1 - \$240,000 and Year 2 - \$260,000

Best and Final Offer

The Council on Recovery

Name of Firm

Mary H. Beck

Print Name of Authorized Representative

Mary H. Beck

Signature of Authorized Representative

8 / 27 / 21

Date



SCOPE OF WORK

Contractor	HCDE
<ul style="list-style-type: none"> <li>• Services/Obligations/Deadlines</li> <li>• To motivate students and identify reinforcement systems for substance abuse and non-using behaviors</li> <li>• To provide effective, accessible, and responsive client-centered substance abuse treatment services utilizing evidenced based, best practices</li> <li>• Provide Counseling, Coaching, Training, and advertising for the Fortis Academy, including parent workshops and community outreach, in collaboration with Fortis staff</li> <li>• Location of Services/Treatment Fortis Academy 11902 Spears Road Houston, Texas 77067 Room numbers: 116, 112, 200, 201, 213, and 214</li> <li>• Provide the following staff: 2 LCDC Counselors as needed 2 Recovery Coaches as needed</li> <li>• Personnel: Staffing based on a 1:15 ration, program cost to be modified as needed for additional staff (Based on student enrollment).</li> </ul> <p>(See information attached)</p>	<ul style="list-style-type: none"> <li>• Obligations</li> </ul>

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2021-783077

Date Filed:  
07/26/2021

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

The Council on Recovery  
Houston, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Harris County Department of Education

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

21/066DR  
(Adolescent Recovery Support & Counseling Services for Harris County Department of Education)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Mary Beck, and my date of birth is 08/24/1968.

My address is 303 Jackson Hill St., Houston, TX, 77007, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 26 day of July, 2021.  
(month) (year)

*Mary Beck*

Signature of authorized agent of contracting business entity  
(Declarant)

**Regular Board Meeting**

**8.F.**

**Meeting Date:** September 15, 2021

**Title:** Approval of Contract for Conference Center Upgrades (HVAC system and Modernfold partitions)

**Submitted For:** Richard Vela, Facilities

**Submitted By:** Laura Espinoza

**Recommended Action:** Approve

**HCDE Goal(s):** 1. Impact education/respond to evolving needs

**Additional Resource Personnel:** Joe Carreon, Richard Vela, Dr. Jesus Amezcua, Kendra Jackson, Yaritza Roman

**Facilities/Technology Approval Needed?:** Facilities

**Information**

**Posted Agenda Item:**

**Approval of the AIA B105 Contract with Johnston LLC (RFQ #20/043IA)** to provide engineering and architectural services for the Conference Center Upgrades for the period of 09/15/2021 to 02/04/2022 in an amount not to exceed \$54,500.

**Subject:**

Conference Center Upgrades with Johnston LLC (RFQ #20/043IA)

**Rationale:**

Approval of the AIA B105 Contract with Johnston LLC (RFQ #20/043IA) to provide engineering and architectural services for the Conference Center Upgrades that include new HVAC systems and Modernfold partitions. This contract is for the period of 09/15/2021 to 02/04/2022 in an amount not to exceed \$54,500.

**Fiscal Impact**

**Included in FY budget Y/N::** YES

**Included in current budget amendment::** YES

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Laura Espinoza  
Final Approval Date: 09/02/2021

**Reviewed By**

Yaritza Roman  
Kendra Jackson  
Jesus Amezcua

**Date**

08/26/2021 08:46 AM  
08/27/2021 03:37 PM  
09/02/2021 02:07 PM  
Started On: 08/23/2021 12:39 PM





**Harris County Department of Education  
Business Office /Purchasing Division  
Job (Bid-Proposal) **Recommendation Form**  
Program Review**

[This form is used to document due diligence by Recommendation Committee]

---

**To: Purchasing Division**

**From: Recommendation Committee**

**Jesus Amezcua  
Natasha Truitt  
Edna Johnson  
Richard Vela**

Job (Bid or RFQ#) and Name: 21/067IA Property and Casualty Insurance

Board Meeting Date: September 15, 2021

Date: August 17, 2021

**Procurement Requirements Available:**

Check One

- Under \$2,500 (Requires Division Director and Asst Supt. Approval)
- From \$2,500 to \$25,000 (Requires Buyer, Purchasing Director/CFO Approval)
- Over \$50,000 (Requires Board Approval)

I certify that I have reviewed the attached Job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest (CIQ).

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.



(Note: This form is required of all jobs (bids and RFPs) prepared by the Purchasing Division)

**Justification:**

Job no. 21/067IA

This RFP was advertised to acquire Property and Casualty Insurance

Invitation to propose were sent to 464 vendors. HCDE received 1 response and 1 vendor is being recommended for an award.

The following vendors are being recommended for an award beginning October 1, 2021:

- McGriff, Seibels & Williams of TX, Inc.



**Harris County Department of Education  
Business Office /Purchasing Division**

**EC Form**

**Effectiveness and Compliance Review**

[This form is used to document due diligence by Buyer]

---

To: Purchasing Audit File and Jesus J. Amezcua, Ph.D., CPA, Assistant Supt. for Business

From: Inga Ash – Purchasing Coordinator

Job- Bid or RFP# and Name: 21/0671A Property and Casualty Insurance

Board Meeting Date: September 15, 2021

Date: August 17, 2021

**Procurement Requirements Applicable:**

Check One

- Under \$2,500 (Requires Division Director and Asst Supt. Approval)
- From \$2,500 to \$49,999 (Requires Buyer, Purchasing Director/CFO Approval)
- Over \$50,000 (per CH Local)
- Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest.

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFPs) prepared by HCDE Purchasing Division)

<b>Evaluation Summary - RFP 21/067IA Property and Casualty Insurance</b>	<b>Weighted Valued</b>	<b>McGriff, Seibels &amp; Willams of Tx, Inc.</b>
Price	30	27.50
Reputation of Vendor and of Vendor's goods and/or services	15	15.00
Quality of vendor's goods and service	20	19.00
Extent to which the goods and/or services meet HCDE needs	15	14.75
Vendor's past relationship with HCDE	5	4.75
Impact on the ability of HCDE to comply with laws and rules relating to HUBs	0	0.00
Total long-term cost to HCDE to acquire Vendor's goods and/or services	15	13.25
For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Consultant or the Consultant's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0	0.00
Other (Previous Work with Governmental Agency)	0	0.00
<b>Total</b>	<b>100</b>	<b>94.25</b>
		<b>Award</b>



# Harris County Department of Education

## Participation Detail as of 8/25/2021 10:09:49 AM (CT)

### Bid Information

Bid Creator Inga Ash  
 Email iash@hcde-texas.org  
 Phone  
 Fax  
  
 Bid Number 21/067IA Addendum 1  
 Title Property and Casualty Insurance  
 Bid Type Request for Proposal  
 Issue Date 7/9/2021 10:55 AM (CT)  
 Close Date 8/10/2021 02:00:00 PM (CT)

### Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
@RISK Technologies	Dallas, TX	07/09/2021			
2 Inspire Peace	Dallas, TX	07/09/2021			
2*2*4 Solutions Education Consulting Service	Red Oak, TX	07/09/2021			
365 Paving & Construction LLC	Mission, TX	07/09/2021			
3rd I Process FX	Houston, TX	07/09/2021			
4.0 GPA	Houston, TX	07/09/2021			
4kboards	Keller, TX	07/09/2021			
7Mindsets	Roswell, GA	07/09/2021			
A & R Holdings, LLC	Jacksonville, FL	07/09/2021			
A,N,H. Consulting, LLC.	New Orleans, LA	07/09/2021			
AAA Painting	Houston, TX	07/09/2021			
Academic Learning Company (Velazquez Press)	El Monte, CA	07/09/2021			
ACS Engineering & Safety	Spring, TX	07/09/2021			
Action Claim Service, Inc.	Benton, AR	07/09/2021			
AdaptiveX (Test4Me LLC)	Glenarden, MD	07/09/2021			
Adira LLC	Savannah, TX	07/09/2021			
AdjuStar Services, Inc.	Houston, TX	07/09/2021			
Adjusters International Colorado, Inc.	Golden, CO	07/09/2021			
ADMORE BEHAVIORAL THERAPY	Houston, TX	07/09/2021			
ADVANTAGE BENEFIT SOLUTIONS (Stefanick Insurance Services Inc.)	Houston, TX	07/09/2021			
Ajg	League city, TX	07/09/2021			
alamo insurance company	San Antonio, TX	07/09/2021			
Albert Johnson III, Inc.	Pearland, TX	07/09/2021			
ALL AMERICAN SPECIALTY CONSTRUCTION LLC	IRVING, TX	07/09/2021			
All Educate Learning Resources	Livingston, TX	07/09/2021			
ALL VALLEY DRUG SCREENS	Brownsville, TX	07/09/2021			
Alliance Financial Ministries, Inc.	Pearland, TX	07/09/2021			
Alliant Insurance Services, Inc.	Houston, TX	07/09/2021			
AlphaGraphics (Lukitas Inc.)	Houston, TX	07/09/2021			
ALTERING THE EDUCATION XPECTATION LLC	Evanston, IL	07/09/2021			
American Appraisal (American Appraisal Associates, Inc.)	Milwaukee, WI	07/09/2021			
Anew Psychological Services, PLLC	Houston, TX	07/09/2021			
Ann Marie Harbour	Richmond, TX	07/09/2021			
APIA Source (APIA Source LLC)	Saginaw, TX	07/09/2021	No Bid	07/09/2021	07/09/2021
ardurra group	houston, TX	07/09/2021			
ARG Capital LLC	Houston, TX	07/09/2021			
Argument-Driven Inquiry	Austin, TX	07/09/2021			
ARRAY	Bellaire, TX	07/09/2021			
Arthur J Gallagher, Inc.	Huntington Beach, CA	07/09/2021			
Arthur J. Gallagher Risk Management Services Inc.	Dallas, TX	07/09/2021			

Arts Alive! Inc (ARTS ALIVE!)	Houston, TX	07/09/2021		
As We Grow Learning Center	Houston, TX	07/09/2021		
ASAP Roofing (Koppel & Kozel, LLC)	Tyler, TX	07/09/2021		
ASmart Consulting	Houston, TX	07/09/2021		
Aspire Works LLC	San Antonio, TX	07/09/2021		
Astrov & Associates	Frisco, TX	07/09/2021		
AT&T Mobility LLC	Bellaire, TX	07/09/2021		
Atkins Powerhouse Consulting LLC	Fort Worth, TX	07/09/2021		
Baked With Confidence	Houston, TX	07/09/2021		
Balance Companies (Balance Group, LLC)	Houston, TX	07/09/2021		
Barstone, Inc.	San Antonio, TX	07/09/2021		
BCA DX LABORATORY	Livingston, TX	07/09/2021		
BCS Consulting	Humble, TX	07/09/2021		
BDI	Seguin, TX	07/09/2021		
BDK And Associates LLC	Colleyville, TX	07/09/2021		
Bearing Fruit Early Childhood Training	HOUSTON, TX	07/09/2021		
Bee Busy Wellness Center	Houston, TX	07/09/2021		
Bell and Smarts	Broken Arrow, OK	07/09/2021		
BEM Solutions, LLC	Kansas City, MO	07/09/2021		
BenCheri Educational Center	Houston, TX	07/09/2021		
Best Practice Associates, Inc.	Houma, LA	07/09/2021		
BKCW Insurance, Risk Management & Benefits (BKCW, L.P.)	Killeen, TX	07/09/2021		
Black Topaz Consulting	Austin, TX	07/09/2021		
BlackBeltHelp	Chicago, IL	07/09/2021		
BluGreen Pest Control	Wallis, TX	07/09/2021		
BMHR - Better Man HR LLC	SAN ANTONIO, TX	07/09/2021		
Boley-Featherston Insurance (Boley-Featherston-Huffman & Deal Company)	Wichita Falls, TX	07/09/2021		
Bond Program Management Services	Richards, TX	07/09/2021		
BookerDezigns	Richmond, TX	07/09/2021		
Borden Perlman Insurance Agency	Ewing, NJ	07/09/2021		
Boundaryless Enterprises, LLC	Houston, TX	07/09/2021		
Bradford Actuarial Services (Edward Bradford)	San Diego, CA	07/09/2021		
BraveUp Consulting	Garland, TX	07/09/2021		
Briar Patch	Houston, TX	07/09/2021		
Brighter Futures Counseling and Consulting	Houston, TX	07/09/2021	Viewed	07/27/2021
Bureau of Education & Research	Bellevue, WA	07/09/2021		
C1S Group, Inc.	Dallas, TX	07/09/2021		
cain & co llc	Concord, TX	07/09/2021		
Cannon Cochran Management Services, Inc.	Danville, IL	07/09/2021		
Canyon Insurance Group	Houston, TX	07/09/2021		
Caperton-Brown & Poole Consulting	Ft. Pierce, FL	07/09/2021		
Carl Warren & Company	Placentia, CA	07/09/2021		
Carlisle Insurance Agency Inc	Corpus Christi, TX	07/09/2021		
Catapult Dreams, LLC	Pearland, TX	07/09/2021		
CBRE   Heery (CBRE Heery, Inc.)	Houston, TX	07/09/2021		
CBTS Technology Solutions	Cincinnati, OH	07/09/2021		
CBZ (CBIZ Valuation Group)	San Diego, CA	07/09/2021		
Certica Solutions	Wakefield, MA	07/09/2021		
Chase in Dreams, Speech and Drama (Deadra Chase)	Houston, TX	07/09/2021		
CHAT (Culture of Health-Advancing Together)	Houston, TX	07/09/2021		
Cheryl R. Vital	Crosby, TX	07/09/2021		
Child Care Associates	FORT WORTH, TX	07/09/2021		
Cindy Puryear Consulting Services (Cindy Puryear)	Houston, TX	07/09/2021		
Claim Administrative Services, Inc	Tyler, TX	07/09/2021		
cLI-Energy and Construction LL	Houston, TX	07/09/2021		
Coatings Specialty Development Lab	Cypress, TX	07/09/2021		
Code Park Inc	Houston, TX	07/09/2021		
CohnReznick LLP	Austin, TX	07/09/2021		
Color of Life (Color of Life Community Resource & Activity center)	Houston, TX	07/09/2021	Viewed	08/03/2021
Combined Benefits Group	Austin, TX	07/09/2021		
Comflow Mechanical Services	Houston, TX	07/09/2021		
Complete System Balance	Rockwall, TX	07/09/2021		

Construction Journal	Stuart, FL	07/09/2021			
CoolSpeak, LLC	Pottstown, PA	07/09/2021			
Covid Safety Glass (Silent West LLC)	LAS VEGAS, NV	07/09/2021			
CPS HR Consulting (Cooperative Personnel Services)	Sacramento, CA	07/09/2021			
CRAFT SAFETY INSPECTIONS (JMAC GROUP LLC)	HOUSTON, TX	07/09/2021			
Crimson Vision Enterprises	Dickinson, TX	07/09/2021			
Critical Infrastructure Solutions (CIS) LLC	Houston, TX		Viewed	08/05/2021	
Cuellar and Associates, L.L.C	San Antonio, TX	07/09/2021			
Custard Insurance Adjusters, Inc.	Norcross, GA	07/09/2021			
Cyclone FPV (Cyclone 3D, Inc.)	Spring, TX	07/09/2021	No Bid	07/27/2021	07/27/2021
D.A. Lamont Public Adjusters	Springtown, TX	07/09/2021			
Daise Management, LLC (Alfred Daise)	Houston, TX	07/09/2021			
Daisy Deanne Insurance Services	HOUSTON, TX	07/09/2021			
Dan St. Romain Educational Consulting, LLC	Universal City, TX	07/09/2021			
Danny Steele (Daniel J. Steele)	Birmingham, AL	07/09/2021			
David James (David Hebert)	KEMAH, TX	07/09/2021			
David Rodriguez	San Antonio, TX	07/09/2021			
David Santana	Houston, TX	07/09/2021			
David Webb	Pasadena, TX	07/09/2021			
DB3 Unlimited Services LLC	San Antonio, TX	07/09/2021			
Dean Draper (Dean Draper Insurance)	Houston, TX	07/09/2021			
Decisions	Houston, TX	07/09/2021			
DeDe Church & Associates, LLC	AUSTIN, TX	07/09/2021			
Defined Learning	Northbrook, IL	07/09/2021			
DEMS,LLC	Houston, TX	07/09/2021			
DGR United	houston, TX	07/09/2021			
Dillon Claims & Consulting Services LLC	gonzales, LA	07/09/2021			
Diverse Consulting Enterprises, Inc.	HOUSTON, TX	07/09/2021			
DoLogic Inc.	Annandale, VA	07/09/2021			
Dr. Mary E. White International, LLC	Houston, TX		No Bid	07/19/2021	07/19/2021
Dr. Mike!	Wimberely, TX	07/09/2021			
Dream Capital International, Inc	Houston, TX	07/09/2021			
DYS HOUSYON YOUTH ASSOCIATION	Houston, TX	07/09/2021			
Early Start Development Inc	Humble, TX	07/09/2021			
EBS Benefit Advisors (Employee Benefit Systems, Inc.)	Houston, TX	07/09/2021			
E-Colors in Education	Austin, TX	07/09/2021			
Educate To Edify (Educating While Black)	Pearland, TX	07/09/2021			
Education & Business Associates, Inc.	DeSoto, TX	07/09/2021			
Education Solutions Now, LLC	Houston, TX	07/09/2021			
Educational Epiphany LLC	WASHINGTON, DC	07/09/2021			
Educational Systems Consulting	Binghamton, NY	07/09/2021			
Edwards Sutarwalla PLLC	Houston, TX	07/09/2021			
Electrotech Supply Products	San Antonio, TX	07/09/2021			
Elegant Enterprise Wide Solutions, Inc.	Chantilly, VA	07/09/2021			
Emdin Support Services LLC	Bronx, NY	07/09/2021			
Emma Oliver	Houston, TX	07/09/2021			
Empowered Network Services, LLC	Huffman, TX	07/09/2021			
Energy Saving Advisor Distributors	Dallas, TX	07/09/2021			
Enterprise Pals, Inc.	Olathe, KS	07/09/2021			
Essential Wellness and Balance	Missouri City, TX	07/09/2021			
eTeachingMe (Love N Learn At Home)	Georgetown, TX	07/09/2021			
Evergreen Solutions, LLC	Tallahassee, FL	07/09/2021			
Exceptional Pediatric Therapy, LLC	Houston, TX	07/09/2021			
ExerPlay, Inc	Cedar Crest, NM	07/09/2021			
FACILITIES INTEGRATED SOLUTIONS & CONSULTING LLC	CYPRESS, TX	07/09/2021			
Faith Works Consulting Group, LLC	Houston, TX	07/09/2021			
Fast Forward	Las Vegas, NV	07/09/2021			
Felicity Educational Services	Deerfield, IL	07/09/2021			
Fig Restoration	houston, TX	07/09/2021			
Fire & Life Safety America, Inc.	Richmond, VA	07/09/2021			
First Financial Administrators, Inc.	Houston, TX	07/09/2021			
Floral Park Consulting LLC	Floral Park, NY	07/09/2021			
Frates Benefit Administrators (RMJP Equity Inc)	Oklahoma City, OK	07/09/2021			

Freese and Nichols, Inc.	Fort Worth, TX	07/09/2021		
From The Ground up Performance Enhancement (Deanna Voltz)	Houston, TX	07/09/2021		
From The Heart International Educational Services	Nashville, TN	07/09/2021		
FrontGate HR	Lubbock, TX	07/09/2021		
Frontier Services Group	Houston, TX	07/09/2021		
Fuel Up For Life Foundation Inc	FRESNO, TX	07/09/2021		
Furness Law	Houston, TX	07/09/2021		
G & G investment Co	San Antonio, TX	07/09/2021		
G.I.G. MOBILE DETAILING	JACKSON, MS		Viewed	07/29/2021
G4C Enterprises, LLC	Pflugerville, TX	07/09/2021		
Gallagher Bassett Services, Inc	Itasca, IL	07/09/2021		
Gallagher Benefit Services (Arthur J. Gallagher)	Houston, TX	07/09/2021		
Gary Insurance and Tax Inc	Norcross, GA	07/09/2021		
Gary Polland P.C.	Houston, TX	07/09/2021		
Gastile Consultant Group	Houston, TX	07/09/2021		
Gazelle Capital, LLC	Saint Petersburg, FL	07/09/2021		
Generation Teach Inc.	Boston, MA	07/09/2021		
Gene's Machine, INC.	Victoria, TX	07/09/2021		
Gentle Minds Tutoring	Missouri City, TX	07/09/2021		
GermBlast (Infection Controls, Inc.)	Lubbock, TX	07/09/2021		
Getting Sorted (G. Yess Fisher & Co., LLC)	The Woodlands, TX	07/09/2021		
Gifting Grounds	Houston, TX	07/09/2021		
Gilberto D. Soto	Laredo, TX	07/09/2021		
GilCat Solutions (Gloria Lastra)	Spring, TX	07/09/2021		
Glass View of Tech	Spring, TX	07/09/2021		
Global Education Systems Alliance (William H Prouty PhD)	Sun City, CA	07/09/2021		
GLOBAL EDUCATIONAL SOLUTIONS LLC	Canton, MI	07/09/2021		
GOD FEARING POWER HOUSE (POWER ROCK COMMUNITY CENTR)	HOUSTON, TX	07/09/2021		
Golden Mountain Consulting L.L.C	Houston, TX	07/09/2021		
GovSense	Alpharetta, GA	07/09/2021		
GPR Ventures, LLC	Montgomery, TX	07/09/2021		
Gray Mechanical (Gray Mechanical, LLC)	Houston, TX	07/09/2021		
Gulf South Risk Services, Inc.	Houma, LA	07/09/2021		
Hammerman & Gainer, Inc.	new Orleans, LA	07/09/2021		
Havilon	GRAND PRAIRIE, TX	07/09/2021		
HealthFirst	Tyler, TX	07/09/2021		
HealthSmart Benefit Solutions	Charleston, WV	07/09/2021		
Heavenly Service, LLC	Webster, TX	07/09/2021		
Herzog Insurance Services	Houston, TX	07/09/2021		
Holtz/Adams Construction and Consulting, LLC	Universal City, TX	07/09/2021		
Hooper Strategies	Granbury, TX	07/09/2021		
HORIZON SW PROPERTIES	SUGAR LAND, TX	07/09/2021		
HRchex, LLC (Intellisoft II, Inc.)	Irving, TX	07/09/2021		
HTEC-Houstons Training and Education Center, Inc. (Phillips)	Houston, TX	07/09/2021		
Humana Wellness (Harris, Rothenberg International Inc.,dba Humana Wellness)	Louisville, KY	07/09/2021		
Hunt, Guillot & Associates	Baton Rouge, LA	07/09/2021		
IA-Advanced Telecom Solutions, LLC	Richmond, TX	07/09/2021		
ICC Thermal Mapping and Data Analytcs (Infrared Concepts Corporation)	Maitland, FL	07/09/2021		
IMS Dodge	San Diego, CA	07/09/2021		
Infojini, Inc.	Columbia, MD	07/09/2021		
Infopro Learning Inc.	Plainsboro, NJ	07/09/2021		
Ink International	Lawrenceville, GA	07/09/2021		
InnerChange Consulting Group	Houston, TX	07/09/2021		
Innovative Texas Strategies LLC	Houston, TX	07/09/2021	Viewed	07/26/2021
InnovsiteLLC	Decatur, GA	07/09/2021		
Institute for Building Technology and Safety	VA, VA	07/09/2021		
Insurance Claims Specialists LLC.	College Station, TX	07/09/2021		
Intercare Holdings Insurance Services, Inc. (Pacific Secured Equities, Inc.)	Rocklin, CA	07/09/2021		
Interprise/Southwest Interior & Space Planning, In	Addison, TX	07/09/2021		

Interstate Restoration LLC	Fort Worth, TX	07/09/2021			
Invo Healthcare Associates (Invo Healthcare Associates, LLC)	Jamison, PA	07/09/2021			
IPM Asset Solutions, Inc.	Houston, TX	07/09/2021			
I-Raos, Inc	Pearland, TX	07/09/2021			
ISE International Group	Bethesda, MD	07/09/2021			
itsQuest, Inc.	Lubbock, TX	07/09/2021			
iTurity	Austin, TX	07/09/2021			
iWRITE (I Write)	Houston, TX	07/09/2021			
J Frank Consulting (Joan Frank)	Fairfield, TX	07/09/2021			
JaCody Construction, LP	College Station, TX		Viewed	08/09/2021	
Jaime Rios Financial Services Inc. (Money Concepts International Inc.)	Corpus Christi, TX	07/09/2021			
JC Stonewall Constructors, LP	Houston, TX	07/09/2021			
Jerry Gaither Enterprise	HOUSTON, TX	07/09/2021			
Jigsaw Learning LLC (TeachTown)	Woburn, MA	07/09/2021			
John Williams (Mrs litha child care center)	La porte, TX	07/09/2021			
Johnston & Associates	Franklin, TN	07/09/2021			
Johnston, LLC	Houston, TX		No Bid	08/09/2021	08/09/2021
Jon M. Warren, LLC	Decatur, TX	07/09/2021			
JS&D Sports Development Outreach Ministries	Humble, TX	07/09/2021			
K12 Food Pros	La Mesa, CA	07/09/2021			
Kagan Publishing & Professional Development	San Clemente, CA	07/09/2021			
KANKO (Floyd's Chores & Odd Jobs)	Dallas, TX	07/09/2021			
KATTA INFOTEK INC	HOUSTON, TX	07/09/2021			
KCP Educational Consulting (Kristi Clarkson Pharaon)	Brenham, TX	07/09/2021			
Kelsey-Seybold Clinic	Pearland, TX	07/09/2021			
Keter Environmental Services	Indianapolis, IN	07/09/2021			
Key and Piskuran (Higginbotham Insurance Agency, Inc.)	Arlington, TX	07/09/2021			
Keys to Literacy	Rowley, MA	07/09/2021			
KGBTexas Communications	Houston, TX	07/09/2021			
Kiln Services of North Texas	Highland Village, TX	07/09/2021			
Kingham Dalton Wilson, Ltd.	Houston, TX	07/09/2021			
KLD PLAYSCAPES USA (TWO WORD COMPANY LLC)	Boca Raton, FL	07/09/2021			
KMD Hospitality (KMD Hospitality LLC)	Humble, TX	07/09/2021			
Konnecting the Dots	Houston, TX	07/09/2021			
Lady Liberty Group LLC	Eules, TX	07/09/2021			
Lantana Communications	Arlington, TX	07/09/2021			
Launch Point CDC, Inc.	Houston, TX	07/09/2021			
LaVondia Menephee	Houston, TX	07/09/2021			
LBNM Corporation	Richmond, TX	07/09/2021			
Lead365 Consulting	Oswego, IL	07/09/2021			
Learning Omnivores (William Sommers)	Austin, TX	07/09/2021			
Lee Murphy Demerath Nicholson McClenny	Houston, TX	07/09/2021			
Legends Do Live	Missouri City, TX	07/09/2021			
Liberty Janitorial Services	Brooklyn, NY		Viewed	08/04/2021	
Libra-Tech Corporation	Argyle, TX	07/09/2021			
Lighthouse Groups LLC	Saint Louis, MO	07/09/2021			
Lisa K Bailey	Missouri City, TX	07/09/2021			
Lowes Companies Inc	Mooreville, NC	07/09/2021			
LP Printing ( Long Plan Printing ) (Long Plan Printing)	Houston, TX		Viewed	07/28/2021	
LQI Consulting Group, LLC	Round Rock, TX	07/09/2021			
L-Sync, LLC	Grand Prairie, TX	07/09/2021			
Lucy Anderson	Houston, TX	07/09/2021			
Lumen Touch	Kansas City, KS	07/09/2021			
Lyceum (Institute for Civic Education in Vietnam)	Houston, TX	07/09/2021			
M&H Lighting Systems (Mapenzi Group)	Pearland, TX	07/09/2021			
Main Stop Testing Svcs	Houston, TX	07/09/2021			
Malor & Company Inc	New York, NY	07/09/2021			
Marathon Partners Consulting	Moon Township, PA	07/09/2021			
Mark Collins Construction LLC	League City, TX	07/09/2021			
Mark Matranga	Fort Worth, TX	07/09/2021			
Marseal Group	Roanoke, TX	07/09/2021			



Marvin Pierre (Dudley Marvin Pierre)	Houston, TX	07/09/2021			
Mary Benton Communications and Public Affairs	Houston, TX	07/09/2021			
MARY LOUS TWIRLERS & DRILL TREAM (TERRY LYNN DAVIS)	HOUSTON, TX	07/09/2021			
Maxim Healthcare Staffing Services, Inc.	San Luis Obispo, CA	07/09/2021			
MCA Communications	Houston, TX	07/09/2021			
McGriff, Seibels & Williams of TX, Inc.	Houston, TX	07/09/2021	Submitted	08/05/2021	08/05/2021
MCP Professional Services (Dr. Deloris L. Nelson)	Houston, TX	07/09/2021			
Medrano Insurance Agency	Humble, TX	07/09/2021			
Megan McCarter	Portland, OR	07/09/2021			
Melba Figueroa (HonestRx Consulting LLC)	Southlake, TX	07/09/2021			
MERCER TECHNOLOGIES FIRM	Gary, IN	07/09/2021	Viewed	07/27/2021	
Meritain Health	Buffalo, NY	07/09/2021			
MHBT, Inc.	Dallas, TX	07/09/2021			
Millunzi & Associates	The Woodlands, TX	07/09/2021			
Minding YOB Services, LLC	Arlington, TX	07/09/2021			
Mitaja Corporation	Fulton, MD	07/09/2021			
Moore Counseling and Psychological Services (Lorenzo Moore)	Houston, TX	07/09/2021			
MPact Consulting (Detra D. Johnson)	Humble, TX	07/09/2021			
MPACT STRATEGIC CONSULTING, LLC	Houston, TX	07/09/2021			
MSys inc	washington, DC	07/09/2021			
Nazca Technologies and Consulting LLC	MONTGOMERY, TX	07/09/2021			
NEDRP, LLC (RD360 EDUCATIONAL CONSULTING)	Canyon Lake, TX	07/09/2021			
New Spectrum Educational Consultants (Civil Society Educational Consultants)	Houston, TX	07/09/2021			
New Teacher Center	Santa Cruz, CA	07/09/2021			
Nlno Insurance Group, LLC	Edinburg, TX	07/09/2021			
no bully here	PASADENA, TX	07/09/2021			
NO EGO APPAREL (NO EGO INC)	AUSTIN, TX	07/09/2021			
North American Solutions	Cypress, TX	07/09/2021			
Norton Rose Fulbright US LLP	Houston, TX	07/09/2021			
Nuvalo LLC	Gig Harbor, WA	07/09/2021			
Nylinka School Solutions	Kensington, MD	07/09/2021			
Oak Hill Technology, Inc.	Driftwood, TX	07/09/2021			
O'Hanlon, Demerath & Castillo	Austin, TX	07/09/2021			
One Way Education, LLC	Houston, TX	07/09/2021			
Optima Train (Delwar Enterprises LLC)	Houston, TX	07/09/2021			
Optimum Nurse Aid Skills Training	Spring, TX	07/09/2021	Viewed	07/27/2021	
Ozeal Consulting Group (Oziel Enriquez)	Sugar Land, TX	07/09/2021			
Pangea Biological (Okapi Environmental Group, Inc.)	Carlsbad, CA	07/09/2021			
Parker and Jamison LLC	Irving, TX	07/09/2021			
Penelton Consulting Services, LLC	Houston, TX	07/09/2021			
PHD Resources & Taxes	Houston, TX	07/09/2021			
Pinnacle Workforce Strategies	Tucson, AZ	07/09/2021			
PMA Management Corp.	Mt. Laurel, NJ	07/09/2021			
Postlethwaite & Netteville APAC (Lacher)	Baton Rouge, LA	07/09/2021			
Powell-Leon, LLP	Austin, TX	07/09/2021			
Power of Choosing Inc.	Texas, TX	07/09/2021			
Price Consulting, Inc.	Houston, TX	07/09/2021			
Probolsky Research	Newport Beach, CA	07/09/2021			
Productive Ventures	Spring, TX	07/09/2021			
Pronto Shipping and Packaging Services Inc.	Houston, TX	07/09/2021			
Prosperity Project Management LLC (N/A)	Washington, DC	07/09/2021			
Protectors Insurance and Financial Services, LLC	Houston, TX	07/09/2021			
Purposeful Parents	Webster, TX	07/09/2021			
Ramos & Harrison	Corpus Christi, TX	07/09/2021			
Rave Energy	Plano, TX	07/09/2021			
Recruiting In Motion	Orlando, FL	07/09/2021			
Reflective Energy Solutions	Hackensack, NJ	07/09/2021			
Reliable R&R Training Services	Dallas, TX	07/09/2021			
Relocation Strategies (Luo & Chang Investment LLC)	houston, TX	07/09/2021			
Remember When Kids Were Kids (Jaelijah)	Spring, TX	07/09/2021			

Restructure Roofing & Contracting (Restructure Inc)	Dallas, TX	07/09/2021			
RHSB Insurance	Dallas, TX	07/09/2021			
Rising Phoenix Holdings fka Adjusters International, Inc.	Utica, NY	07/09/2021			
Rising Star Academy	Houston, TX	07/09/2021			
RND Technology	Houston, TX	07/09/2021			
Rogers, Morris & Grover, LLP	Houston, TX	07/09/2021			
Roland Gonzales	Spring, TX	07/09/2021			
RR CONNECTION CONSULTING	Duncanville, TX	07/09/2021			
Rukaz Kultura	HOUSTON, TX	07/09/2021			
S Corporation	Phila, PA	07/09/2021			
SA Benefit Services, LLC	Helotes, TX	07/09/2021			
Sabari Tech Solutions LLC	Richmond, TX	07/09/2021			
SBL Solutions (Strategic Business Life Solutions)	Rosharon, TX	07/09/2021			
SBLM Architects	New York, NY	07/09/2021			
Second Chance Technology Edge High School	Houston, TX	07/09/2021			
Securranty Inc	Houston, TX	07/09/2021	No Bid	07/26/2021	08/03/2021
Sedgwick Claims Management Services, Inc.	Memphis, TN	07/09/2021			
ServiceMaster Recovery Management (Service Environments of Texas, Inc.)	Kingwood, TX	07/09/2021			
Session Tax Consulting & Grant Writing (Session Tax Consulting and grant writing)	HOUSTON, TX	07/09/2021			
Shaneka Smith	Houston, TX	07/09/2021			
Sherlock Insurance Agency	Beaumont, TX	07/09/2021			
Sierra Consulting, Inc	Itasca, IL	07/09/2021			
Sigma Consulting Corp.	Metairie, LA	07/09/2021			
SimiDigi Inc	Garland, TX	07/09/2021			
Sky Creations (Rachael Bassey)	Midland, TX	07/09/2021			
Slalom (Slalom LLC)	Houston, TX	07/09/2021	Viewed	07/27/2021	
SLL Services, LLC	Palestine, TX	07/09/2021			
Smart Scholars Foundation	Houston, TX	07/09/2021			
Smarter HR Solutions	Houston, TX	07/09/2021			
SMARTOX	Irving, TX	07/09/2021			
Social Studies Success	Spring, TX	07/09/2021			
Sofline International USA, Inc	Miami, FL	07/09/2021			
Solel International	Houston, TX	07/09/2021			
South Texas Counseling and Mentoring : Adult Education	Houston, TX	07/09/2021			
SPDF KIDS	Houston, TX	07/09/2021			
SSG-MUSIC	LAS VEGAS, NV	07/09/2021			
Staff Hunt LLC	Houston, TX	07/09/2021			
Starr Commonwealth	Albion, MI	07/09/2021			
Steadfast Logistics Inc	Clearwater, FL	07/09/2021			
Steam Kidstitude (Insight Community Resources Inc)	Houston, TX	07/09/2021			
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	Humble, TX	07/09/2021			
Sterling Empowerment	HOUSTON, TX	07/09/2021			
Sterling Staffing Solutions (Maceo Carter Investments, LLC)	Sugar Land, TX	07/09/2021			
Sterling Therapy & Rehabilitation	SUGAR LAND, TX	07/09/2021			
Stone Oak Solutions, LLC	New Braunfels, TX	07/09/2021			
Storytelling Time (MARY JO HUFF)	NEWBURGH, IN	07/09/2021	Viewed	08/03/2021	
Straight Defined	Copperas Cove, TX	07/09/2021			
Strategic Partnerships, Inc.	Austin, TX	07/09/2021			
Strategic Solutions Group	Needham, MA	07/09/2021			
STRAUS SYSTEMS INC	STAFFORD, TX	07/09/2021			
Successful Starters Learning Academy II	Houston, TX	07/09/2021			
Supporting Educators Daily	Missouri City, TX	07/09/2021			
Susan M. Catlett, Ph.D., BCBA-D	Houston, TX	07/09/2021	Viewed	07/28/2021	
SWA International Company	Houston, TX	07/09/2021			
SWBC Insurance Services	San Antonio, TX	07/09/2021			
T.E.B Benefits Group Inc	El Paso, TX	07/09/2021			
Table SALT Group	Houston, TX	07/09/2021			
Tammy Rodney	Missouri City, TX	07/09/2021			
TASB Risk Management Fund	Austin, TX	07/09/2021	No Bid	07/09/2021	07/22/2021

Teach2Learn (Elliott and McMahon)	Friendswood, TX	07/09/2021
TeamLogic IT (Philoxenus, Inc.)	Houston, TX	07/09/2021
Tetra Tech, Inc.	Maitland, FL	07/09/2021
Texas Assoc of School Boards Risk Management Fund	Austin, TX	07/09/2021
Texas Association of African American Chambers of Commerce (TAAACC)	Austin, TX	07/09/2021
Texas Political Subdivisions JSIF	Dallas, TX	07/09/2021
Texas Property and Casualty Agency (Gabriela Martinez)	HIDALGO, TX	07/09/2021
The Bob Pike Group	Bloomington, MN	07/09/2021
The Carmona Firm, PLLC	Houston, TX	07/09/2021
The Danielson Group	Chicago, IL	07/09/2021
The E2 Group, Inc.	Sugar Land, TX	07/09/2021
The Harris Foundation	Houston, TX	07/09/2021
The Healthy School Food Collaborative	New Orleans, LA	07/09/2021
THE KMR FIRM	San Antonio, TX	07/09/2021
The Kovacs Group	New Braunfels, TX	07/09/2021
The National Behavioral Intervention Team Association	King of Prussia, PA	07/09/2021
The Piaporia Co. LLC	Pflugerville, TX	07/09/2021
The Yates Company	Houston, TX	07/09/2021
Theresa Harris	HOUSTON, TX	07/09/2021
thinkLaw (CS Educational Services, LLC)	Las Vegas, NV	07/09/2021
Thompson Educational Consulting, Inc.	Missouri City, TX	07/09/2021
Tier One Learning, LLC	Sugar Land, TX	07/09/2021
Timothy Project: Youth Mentoring Youth, Inc.	Houston, TX	07/09/2021
Tiphany Chambers Burrell	HOUSTON, TX	07/09/2021
TLE Inc (The Look Enterprises, Inc.)	Bellaire, TX	07/09/2021
TMI Solutions, LLC	George West, TX	07/09/2021
Total Special Education Solutions, LLC	Beaumont, TX	07/09/2021
Transaption	Wilmington, DE	07/09/2021
Translation & Interpretation Network (Catholic Charities Diocese of Fort Worth, Inc. d/b/a Translation & Interpretation Network)	Fort Worth, TX	07/09/2021
Trezvant Academy, Inc	Houston, TX	07/09/2021
Trinity Review Services Inc	Houston, TX	07/09/2021
True Love Childcare	Humble, TX	07/09/2021
Trustmark National Bank	Jackson, MS	07/09/2021
Tynker	Mountain View, CA	07/09/2021
U. S. WHOLESALE PRODUCTS	SAN ANTONIO, TX	07/09/2021
U.S. Dream Academy, Inc	Columbia, PA	07/09/2021
U-Bridge Project Consulting, LLC	Sugarland, TX	07/09/2021
Unlimited Visions Aftercare, Inc	Houston, TX	07/09/2021
UP Educational Consulting	Conroe, TX	07/09/2021
US Executive LLC	Tampa, FL	07/09/2021
USEBSG	Rockwall, TX	07/09/2021
USI Southwest	El Paso, TX	07/09/2021
Valuation and Assets Services (Valuation and Assets Services LLC)	Frederick, MD	07/09/2021
Vanguard Trading & Services, LLC	Houston, TX	07/09/2021
VantagePoint Benefits (J. Peat & Associates)	Lynbrook, NY	07/09/2021
Venbrook Insurance Services	Woodland Hills, CA	07/09/2021
Vertex Computers Systems	Beachwood, OH	07/09/2021
Victor O. Schinnerer & Co., Inc.	Houston, TX	07/09/2021
Victory Group	Houston, TX	07/09/2021
Victory Insurance	Pearland, TX	07/09/2021
Virtus Group LLC	Olathe, KS	07/09/2021
VRJ & Associates, LLC	Sugar Land, TX	07/09/2021
W.J. Alexander & Associates, P.C.	Houston, TX	07/09/2021
Watkins & Associates Consulting Services LLC.	Houston, TX	07/09/2021
Wells Fargo Bank. NA	Houston, TX	07/09/2021
Wells Fargo Insurance Services USA, Inc.	Dallas, TX	07/09/2021
Wendy Perry Coparenting Education (www.wendyjerry.com)	Watauga, TX	07/09/2021
Whitt & Associates	San Antonio, TX	07/09/2021
Witt O'Brien's (Witt O'Brien's LLC)	Washington, DC	07/09/2021





**HARRIS COUNTY  
DEPARTMENT OF EDUCATION**

**Property & Casualty Insurance  
Renewal Comparison  
Response to RFP # 21/0671A**

**October 1, 2021 to October 1, 2022**

**McGriff Insurance Services, Inc.  
10100 Katy Freeway., Suite 400 • Houston, Texas 77043  
(800) 877-1449 • (713) 877-8975  
[www.mcgriff.com](http://www.mcgriff.com)**



## Table of Contents

<b>Section 1</b>	Property/Windstorm/Boiler & Machinery
<b>Section 2</b>	Automobile Liability & Physical Damage
<b>Section 3</b>	General Liability
<b>Section 4</b>	Cyber Liability
<b>Section 5</b>	Crime
<b>Section 6</b>	School Professional Liability
<b>Section 7</b>	Premium Summary



## Property / Windstorm / Boiler & Machinery

<b>2021 – 2022 (Renewal)</b>	
AmRisc	
<b>\$111,540,853 Total Insured Values</b>	
<b>SUB-LIMITS</b>	
<b>\$111,540,853</b>	Named Storm Wind/Hail
\$25,000,000	Flood, Flood Zone X
\$5,000,000	Flood Zones Shaded B/X500/Shaded X
\$2,500,000	Flood Zones A & V
\$25,000,000	Earthquake
\$1,000,000	Extra Expense
\$1,000,000	Business Income (Incl. in TIV)
\$1,000,000	Newly Acquired (90 Days Reporting)
\$4,327,002	Electronic Data Processing (Included in TIV)
\$1,000,000	Service Interruption PD Only, T&D lines only covered 1,000 feet from insured's premises
25% of Loss or \$5,000,000	Debris Removal
\$1,000,000	Valuable Papers
\$1,000,000	Accounts Receivable
\$1,000,000	Expediting Expenses
\$100,000	Pollutant Clean up (Annual Aggregate)
\$500,000	Transit
\$100,000,000	Equipment Breakdown
<b>DEDUCTIBLES</b>	
\$25,000 Per Occurrence except: \$100,000 Per Occurrence, AOP as respects Vacant Location: 600 Crosstimbers, Houston, TX (2 buildings)	
<b>NAMED STORM</b>	
3% of Total Insurable Value at the time of the loss <b>per building</b> involved in loss or damage arising out of a Named Storm (a storm that has been declared by the National Weather Service to be a hurricane, typhoon, tropical cyclone or tropical storm), regardless of the number of coverages, locations or perils involved in the loss (including, but not limited to, all flood, wind, wind gusts, storm surges, tornados, cyclones, hail, or rain) and subject to a minimum of \$250,000 any one occurrence, \$3,346,226 Maximum Aggregate, \$250,000 Per Occurrence Trailing Deductible Applies	
Blanket By Location	
\$100,000 Flood, Zones X Excess of NFIP plus \$100,000 Flood, Zones A & V	
\$100,000 Per Occurrence All Other Wind/Hail	
\$100,000 Per Occurrence Earthquake	
\$25,000 Per Occurrence - Theft	
72 Hour Waiting Period Service Interruption	
<b>Total: \$500,585.64</b>	

Notes: Actual Cash Value (ACV) applies to Vacant Locations such as 600 Crosstimbers, Houston, TX (2 Buildings)  
Percent deductibles are Per Building/Per Occurrence  
Terrorism T3 Coverage is included  
To add Terrorism (TRIPRA), the additional premium is \$47,612.87



**AUTOMOBILE LIABILITY & PHYSICAL DAMAGE**

	TPS 10/01/21-10/01/22 (Renewal)	
LIMITS OF LIABILITY:	\$1,000,000	Bodily Injury & Property Damage – Combined Single Limit (Any Auto)
	\$30,000	Hired Car Physical Damage Limit
DEDUCTIBLES:	\$1,000	Comprehensive Deductible
	\$1,000	Collision Deductible
	\$2,500	Liability Deductible
PREMIUM:	\$18,715 <u>\$14,004</u> \$32,719	Liability Physical Damage Total



**GENERAL LIABILITY**

	TPS 10/01/21-10/01/22 (Renewal)	
LIMITS OF LIABILITY:	\$2,000,000	General Aggregate
	\$2,000,000	Prod/Co Ops Agg.
	\$1,000,000	Each Occurrence
	\$1,000,000	Personal/Advert. Inj.
	\$100,000	Damage to Rented Premises
	\$5,000	Medical Payments
	Included	Employee Benefits Liability (EBL) Limit – Claims Made Form - \$1,000 Deductible
	Included	EBL – Aggregate Limit - \$1,000 Deductible
DEDUCTIBLES:	\$5,000 Per Occurrence \$1,000 Employee Benefits	
PREMIUM:	<b>\$16,470</b>	



# Cyber Liability

## Policy Period:

October 1, 2021 to October 1, 2022

LIMITS	TPS (Renewal)
\$1,000,000 Cyber Incident Response Fund Limit - Aggregate	Yes
\$1,000,000 Business Interruption Loss & Extra Expenses Limit	Yes
\$1,000,000 Contingent Business Interruption Loss & Extra Expenses Limit	Yes
\$1,000,000 Digital Data Recovery Limit	Yes
\$1,000,000 Extortion Threat Limit	Yes
\$1,000,000 Cyber, Privacy & Network Security Liability Limit	Yes
\$100,000 Cyber Crime (Social Engineering)	Yes
\$25,000 Deductible Per Claim	Yes
Notice Credit Monitoring, Forensics Investigations and Public Relations Included?	Yes
Claims Made Form	Yes
PCI-DSS Assessment Coverage Endorsement – Sublimit	Yes
Control Group Definition Amendatory Endorsement (Amending List of Officers; Non-Administrative Personnel)	Yes
Economic Sanctions Endorsement	Yes
E-Discovery Consultant Services Coverage Endorsement	Yes
Criminal Reward Coverage Extension	Yes
Amended Notice of Cancellation to 90 Days; Nonpayment Remains at 10 Days	60 Days NOC
Notice of Claim Provision Amendatory Endorsement (Sixty-Day Post Policy Reporting Period)	Yes
Choice of Panel Counsel Endorsement	No
Cyber Terrorism Included	Silent
Confidential Information to Include Third Party Company Data	Yes
No Encryption Exclusion	Yes
Data Restoration to be included in the definition of a loss	Yes
<b>ESTIMATED ANNUAL PREMIUM:</b>	\$2,768
<b>CARRIER:</b>	TPS
<b>A.M. BEST RATING:</b>	Not Rated

Note: Crisis Management Coverage (Workplace Violence) Liability is included: \$2,250,000 Limit Per Loss/Aggregate, No Deductible



**CRIME**

	TPS 10/01/21-10/01/22 (Renewal)	
<b>LIMITS OF LIABILITY:</b>	\$100,000	Employee Dishonesty
	\$100,000	Forgery & Alteration
	\$100,000 Inside \$100,000 Outside	Theft, Disappearance & Destruction
	\$100,000	Computer Fraud (Social Engineering)
	\$50,000	Money Order & Counterfeit Currency
<b>DEDUCTIBLE:</b>	\$5,000	Deductible
<b>PREMIUM:</b>	\$3,848	

\$1,000 Deductible applies to Money Order & Counterfeit Currency



**SCHOOL PROFESSIONAL LIABILITY**

	TPS 10/01/21-10/01/22
LIMITS OF LIABILITY:	\$3,000,000 Each Claim \$3,000,000 Annual Aggregate
POLICY FORM:	Claims Made
TERMS & CONDITIONS:	<ul style="list-style-type: none"> <li>• Employment Practices Liability Coverage Included</li> </ul>
	<ul style="list-style-type: none"> <li>• Non-Monetary Suit Defense Endorsement Excluded</li> </ul>
	<ul style="list-style-type: none"> <li>• Sexual Misconduct is Included</li> </ul>
	<ul style="list-style-type: none"> <li>• Defense Outside the Limits</li> </ul>
	<ul style="list-style-type: none"> <li>• Student to Student Sexual Abuse - Excluded</li> </ul>
	<ul style="list-style-type: none"> <li>• Full Prior Acts – except known or reported incidents</li> </ul>
	<ul style="list-style-type: none"> <li>• Administrative Hearings Included - \$5,000 per Occurrence / \$15,000 Annual Aggregate – Defense Only Provided</li> </ul>
	<ul style="list-style-type: none"> <li>• Punitive Damages Excluded</li> </ul>
	<ul style="list-style-type: none"> <li>• Corporal Punishment Included</li> </ul>
	<ul style="list-style-type: none"> <li>• Desegregation – Excluded</li> </ul>
	<ul style="list-style-type: none"> <li>• Breach of Contract – Employment Contracts Only</li> </ul>
<ul style="list-style-type: none"> <li>• Breach of Fiduciary Duty Excluded</li> </ul>	
<ul style="list-style-type: none"> <li>• Cyber Included in General Liability</li> </ul>	
DEFENSE COST COVERAGE:	<p><b>TPS will defend a Suit alleging any of the Excluded Conduct and Wrongful Act(s) not otherwise excluded until there is a judgment against or final adjudication against the insured.</b></p>
	<p><b>IEP Hearing</b> means a due process hearing: (1) conducted by an impartial officer; (2) arranged at the request of a parent(s) or guardian(s); and (3) regarding an IEP.</p> <p><b>IEP</b> means an individual education plan to address the special educational needs of a student with disabilities that is developed by the: (1) <b>School Entity</b>; and (2) parent(s) or guardian(s) of a student - \$5,000 per Occurrence / \$15,000 Annual Aggregate</p>
DEDUCTIBLE:	\$50,000 Per Occurrence
PREMIUM:	<b>\$40,990</b>





**RENEWAL PREMIUMS**

Coverage	AmRisc TPS  Renewal 10/01/21-10/01/22
Property/Windstorm/ Boiler & Machinery	\$500,585.64
Automobile	\$32,719
General Liability - Including Cyber	\$19,238
Crime	\$3,848
School Professional Liability/Public Officials E&O/EPL	\$40,990
<b>Total</b>	<b>\$597,380.64</b>

# Information Items

# Personnel

This page intentionally  
left blank.

This page intentionally  
left blank.

This page intentionally  
left blank.



**Employee Count - August 2021**

DIVISION	Full-Time									Part-Time								FT/PT Total
	A	AE	I	O	P	S	T	TS	Total	A	AE	I	O	P	S	TS	Total	
Academic & Behavior School East	3	0	16	1	2	2	0	20	44	0	0	0	0	0	0	4	4	48
Academic & Behavior School West	3	0	23	0	2	2	0	18	48	0	0	0	0	0	0	4	4	52
Administration	6	0	0	0	0	4	0	0	10	0	0	0	0	0	0	0	0	10
Adult Education	10	1	0	1	0	10	0	0	22	1	136	0	1	0	0	0	138	160
Business Services	8	0	0	0	0	7	0	0	15	0	0	0	0	0	1	0	1	16
Center For Grants Development	5	0	0	0	0	1	0	0	6	0	0	0	0	0	0	0	0	6
Center Safe & Secure Schools	4	0	0	0	0	1	0	0	5	0	0	0	0	0	0	0	0	5
Choice Partners	13	0	0	0	0	6	0	0	19	0	0	0	0	0	0	0	0	19
Communications & Creative Services	3	0	0	0	0	0	6	0	9	0	0	0	0	0	0	0	0	9
Center For Afterschool, Summer & Enrichment	20	0	0	0	0	4	0	0	24	1	0	0	0	0	2	0	3	27
Educator Certification & Advancement	4	0	0	0	0	1	0	0	5	0	0	0	0	0	1	0	1	6
Facilities	6	0	0	37	0	6	0	0	49	0	0	0	0	0	0	0	0	49
Fortis Academy	1	0	1	0	2	1	0	5	10	0	0	0	0	0	0	0	0	10
Head Start	80	0	126	25	0	11	0	0	242	1	0	2	0	0	2	0	5	247
Highpoint East	3	0	5	0	2	3	0	20	33	0	0	1	0	0	0	1	2	35
Human Resources	7	0	0	0	0	3	0	0	10	0	0	0	0	0	1	0	1	11
Information Technology Services	0	0	0	0	0	1	22	0	23	0	0	0	0	0	0	0	0	23
Marketing & Client Engagement	4	0	0	0	0	1	0	0	5	0	0	0	0	0	0	0	0	5
Purchasing Support	4	0	0	0	0	3	0	0	7	0	0	0	0	0	0	0	0	7
Records Management	2	0	0	7	0	5	0	0	14	0	0	0	0	0	0	0	0	14
Research & Evaluation	6	0	0	0	0	1	0	0	7	0	0	0	0	0	0	0	0	7
School-Based Therapy Services	1	0	0	0	85	30	0	0	116	0	0	0	0	36	5	0	41	157
Schools	3	0	0	1	1	2	0	0	7	0	0	0	1	0	0	2	3	10
Teaching & Learning Center	5	0	0	0	0	2	0	0	7	0	0	0	0	0	1	0	1	8
<b>Total</b>	<b>201</b>	<b>1</b>	<b>171</b>	<b>72</b>	<b>94</b>	<b>107</b>	<b>28</b>	<b>63</b>	<b>737</b>	<b>3</b>	<b>136</b>	<b>3</b>	<b>2</b>	<b>36</b>	<b>13</b>	<b>11</b>	<b>204</b>	<b>941</b>

A = Administration  
 AE = Adult Education  
 I = Instructional Support  
 O = Operations Support  
 P = Professional Support  
 S = Administrative Support  
 T = Technology  
 TS = Teachers

Meeting Date: September 15, 2021

**Regular Board Meeting****12.D.**

**Meeting Date:** September 15, 2021  
**Title:** BJS STOP School Violence Grant Proposal  
**Submitted For:** Gayla Rawlinson, Center for Grants Development  
**Submitted By:** Illiana Gonzalez  
**Additional Resource Personnel:**

---

**Information****Posted Agenda Item:**

**Submission of proposal request to the Bureau of Justice Assistance of \$585,982** over three years to support the Center for Safe and Secure Schools comprehensive STOP (Student, Teacher and Officers Prevention) School Violence program.

**Subject:**

Proposal submission; Center for Safe and Secure Schools; Bureau of Justice Assistance

**Rationale:**

The Center for Grants Development submitted a proposal request of \$585,982 over three years to the Bureau of Justice Assistance for the Center for Safe and Secure Schools (CSSS) to implement a STOP (Student, Teacher and Officers Prevention) School Violence – Connect to Prevent program.

The goals of the program are to: 1) create a more positive school culture and climate; 2) prevent student violence; 3) improve student behavior and 4) respond to mental health crises that may precipitate violent attacks. The program uses disciplinary data to inform decision making and implements evidence-based models of behavior management that will provide different levels of support and intervention based on teachers, school personnel and students' needs.

Incorporating information gleaned from SB11 and a board advisory meeting, CSSS will develop training for teachers, school personnel, school officials and students from three school districts in Galveston/Harris County (i.e., Channelview ISD, Goose Creek ISD and Texas City ISD). Each session is offered twice each year with follow up and observations. The program targets 11 middle/junior schools that will reach up to 10,856 students in grades 6th-8th.

The program includes a comprehensive evaluation plan using: 1) a process evaluation to determine whether the trainings were implemented as intended and 2) an outcome evaluation to measure the trainings effect on school staff and personnel in reducing violent crimes in schools. CSSS anticipates: a) teachers and school personnel will complete 75% or more of the total hours of professional development (PD) offered; b) 75% of staff attending PD will implement at least the basic protocols for supportive positive behavioral practices relevant to their position as presented in the trainings; c) 95% of students and teachers will receive training in identifying and reporting acts of potential violence towards self or others and d) students' office discipline referrals will decrease by 10% within the 12-month period.

---

**Attachments**

*No file(s) attached.*

---

**Form Review**

Form Started By: Illiana Gonzalez  
Final Approval Date: 08/13/2021

Started On: 08/12/2021 11:30 AM



**Regular Board Meeting**

**12.E.**

**Meeting Date:** September 15, 2021  
**Title:** CASE for Kids County Connections- Youth Summer Initiative Award  
 Precinct2gether  
**Submitted For:** Lisa Caruthers, Case for Kids      **Submitted By:** Kimberlee Flowers  
**Additional Resource Personnel:** Danielle Bartz, Dr. Lisa Caruthers,  
 Dr. Jesus Amezcua, Bill Monroe,  
 Kendra Jackson

**Information**

**Posted Agenda Item:**

**The CASE for Kids Division announced the County Connections Youth Summer Initiative 2021 awards to not-for-profit organizations funded by Harris County.** Precinct2gether, a 501c3 nonprofit organization, was awarded \$20,000 to provide summer programming at eight sites in Harris County Commissioner Precinct Two from 06/14/2021 to 08/15/2021.

**Subject:**

CASE for Kids County Connections grant award recipient to implement Harris County funded projects.

**Rationale:**

County Connections Youth Summer Initiative 2021, funded directly by Harris County, supports nonprofit organizations that address the need for youth services during the summer. Initiatives funded by the CASE for Kids County Connections program provided comprehensive summer programs, short term projects and summer camps hosted in-person or virtually from a variety of locations including schools, community centers, apartment complexes and churches. In addition, organizations provided synchronous or asynchronous college and career readiness initiatives for older youth delivered virtually through CASE for Kids LevelUp online learning platform. Services included resources or reduced cost for summer initiatives for families during pandemic conditions.

**Award – Precinct Two**

Precinct2Gether - \$20,000 at May Community Center, San Jacinto Community Center, Crosby Community Center, J.D. Walker Community Center, Flukinger Community Center, Leonel Castillo Community Center, East Harris Community Center and Riley Community Center

**Attachments**

*No file(s) attached.*

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
CASE	Lisa Caruthers	08/23/2021 03:33 PM
Form Started By: Kimberlee Flowers		Started On: 08/23/2021 02:40 PM
Final Approval Date: 08/24/2021		